

## TERMS AND CONDITIONS: (TERMS OF USE – AURA PPC)

### AURA Peak Performance Consulting Terms and Conditions

**PLEASE READ CAREFULLY:** The following are the terms and conditions (the "Terms") for the use of the AURA Peak Performance Consulting ("AURA PPC") website [www.aurappc.com](http://www.aurappc.com) (the "Site"), AURA PPC Services, related Material, and information provided by Jamie Bunka, mental performance consultant (the "Consultant").

#### 1. General

With each visit to the Site you signify your agreement to these Terms and give your virtual signature. Viewing the Site and/or purchasing materials, products, programs, services or courses you (herein referred to as the "Client" "you" or "other") agree to the following terms and conditions stated herein.

Material is defined as any intellectual property, published information, social media content, materials, programs, documents, web pages, products, web links, email, information, or any other materials provided by the Site, including any portion thereof AURA PPC Services is defined as any AURA PPC service.

#### Use of this Site is subject to the following terms of use:

- A) The content of the pages is for your general information and use only. It is subject to change without notice.
- B) Neither AURA PPC nor any third parties directly or indirectly connected to the Site provide any warranties or guarantees as to the accuracy, timeliness, or suitability of the information and Materials found or offered on the Site for any particular purpose. You acknowledge that such information and Materials may contain inaccuracies or errors and AURA PPC expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law and jurisdiction.
- C) Use of any information or materials on this Site is entirely at your own risk, for which AURA PPC shall not be liable. It shall be at your own responsibility to ensure any Services and/or Materials available through this Site meet your specific requirements.
- D) The Site is solely for informational and educational purposes. Application of techniques, ideas, and suggestions presented on the Site is done at the consultant's sole discretion. The author(s) and publisher(s) of this site make no representations or warranties of any kind with respect to the Site and its contents. The Consultant disclaims all such representations and

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- E) The Consultant does not represent or warrant the information accessible on the Site is accurate, complete, or current. Neither the Consultant nor any of its representatives will be liable or responsible for any special, incidental, or consequential damage caused or alleged to be caused directly or indirectly by the information contained in the Site.
- F) The Site may also include links to other websites. These links are provided for your convenience to provide further information. AURA PPC does not endorse any linked website(s). AURA PPC does not have or hold responsibility for the content of linked website(s).

If you do not wish to be bound by these Terms, you are not granted authority to use or access the Site or AURA PPC Material.

These Terms were last modified on February 28, 2021.

## **2. Use of AURA PPC Material and Services**

Generally

You agree not to use or reproduce any AURA PPC Material and AURA PPC Services for the use of professional/business, financial or academic gain without receiving direct written consent from AURA PPC and/or its authors. Use of the Material or Services outside of your direct personal use and/or personal gain must be properly quoted and referenced.

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## **3. Cancellations, Refunds, Guarantees**

### **CANCELLATION POLICY**

Your appointment/booking time is reserved just for you. A late cancellation or missed session or appointment booking leaves a hole in the schedule which would could have been filled by another Client. As such, we require 24-Hours notice for any cancellations or changes to your appointment. Clients who provide less than 24-Hours notice, or miss their appointment, will be charged a cancellation fee.

## **Acknowledgement of Cancellation Policy**

Clients are responsible for providing 24-Hours notice for session booking cancellations. Cancellations made without 24-Hours notice will be charged 50% of the scheduled session / appointment fee. I acknowledge that if I do not provide 24-Hours notice, I WILL be charged the corresponding cancellation fee.

## **REFUNDS**

Refunds are limited to certain pre-paid Services and are subject to Terms of Service.

Client Sessions/Appointments:

- a) Refunds will only be provided on pre-purchased client sessions in accordance of AURA PPC Cancellation Policy. Cancellations made and received by AURA PPC less than the 24-Hour notification period or if the booking, appointment, session is missed it will be subject to the cancellation fee terms.
- b) Re-Scheduling Session(s): If a client wishes to re-schedule a booked session, as per the Cancellation Policy, they are required to provide AURA PPC a minimum of 24-Hours notice.
  - a. Reschedule notification can be made directly to jamie@aurappc.com
- c) Refunds will not be provided after a session or appointment has taken place or has been redeemed.
- d) If AURA PPC must re-schedule a booked client session or appointment at any time, the Cancellation Policy fees will be waived and no charges will be made.

## **Purchase of Goods:**

- a) All recorded self-hypnosis purchase(s) are FINAL SALE. No refunds will be provided. The purchaser holds responsibility for selecting and purchasing the appropriate recording for their personal use.

**Packages:**

Refunds will only be provided by AURA PPC to the original purchaser under the following specific terms:

- a. Full refund will be provided to the purchaser if AURA PPC is unable to provide the pre-paid service prior to the first session being redeemed, and a formal request has been made to [jamie@aurappc.com](mailto:jamie@aurappc.com) within 30 days of purchase date.
- b. 50% refund of the paid Service(s) will be provided to the purchaser if AURA PPC is unable to provide the pre-paid service after the first session redeemed.
- c. Refund of the full purchase price (CAN\$) will be provided to the purchaser on Pre-Paid Packages not already redeemed, within 14 days of the purchase date. Request for refund must be made and received to [jamie@aurappc.com](mailto:jamie@aurappc.com) within 14 days of purchase to qualify for the full refund. Requests made and received outside of the 14 day period from date of purchase will forfeit the entirety of the package purchase price.
- d. Refunds will be provided in Canadian Dollars (CAN\$) at the initial purchase price and at the going market exchange rate. AURA PPC is not responsible for, and does not account for, varying currency exchange rates.

No refunds will be given on pre-paid packages after the first two sessions have been redeemed by the client or purchaser.

**GAURANTEES**

The client or purchaser is responsible to selecting the service they deem appropriate for their individual needs and personal use. As each individual client has unique needs and areas of assistance, AURA PPC does not provide any guarantees on the results of the Service(s) offered.

If AURA PPC is unable to provide the Service(s), as outlined on the Site, and Service(s) have been pre-paid, the client or purchaser may qualify for a full refund of the pre-paid amount (see REFUNDS for full terms). Any pre-payments received by AURA PPC are in Canadian Dollars (CAN\$). Service(s) and/or purchases that qualify for a refund will be refunded in Canadian Dollars, as applicable.

Discounted and/or Packaged Service(s): Purchases made using a discount, package or offer code are subject to the total price paid in Canadian Dollars (CAN\$), not the total value of the Service(s).

Our maximum liability for any Guarantees specified on the Site are subject to a maximum of the amount paid by the customer and are subject to a claim being submitted within 14 days of purchase.