

TERMS OF USE

Welcome to www.shabequay.ca (the “**Shabequay Site**”) which is operated by Shabequay Healing (“**Shabequay Healing**”, which term includes all of its affiliates, agents, representatives, practitioners, users, contractors, employees, licensors, licensees, suppliers, partners and licensors, including Pamela Vialoux (the “**Practitioner**”). Please take the time and read through these Terms of Use carefully. These Terms of Use set out the terms and conditions for your use of the Shabequay Site and any related subdomains and subsidiary sites (collectively, the “**Sites**”), and the spiritual healing and wellness services offered by Shabequay Healing (together with the Sites, the “**Service**”). BY USING THE SERVICE IN ANY MANNER (INCLUDING, BUT NOT LIMITED TO, VISITING OR ACCESSING THE SITES), YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND ALL RELATED POLICIES, CONDITIONS, AND GUIDELINES. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS OF USE, PLEASE DO NOT USE THE SERVICE.

1. **Definitions.** For the purposes of these Terms of Use, the following words and variations thereof have the following meanings:
 - (a) “**Ceremonies**” includes, but is not limited to, sweat lodge purification ceremonies, traditional spirit naming ceremonies, healing ceremonies and/or group prayer which may be provided by, or facilitated through Shabequay Healing
 - (b) “**Friends of Shabequay**” includes, but is not limited to, those persons described on the Friends of Shabequay website located at <http://www.shabequay.ca/friends-of-shabequay/>
 - (c) “**Grief Counseling**” means any individual session(s) with the Practitioner to facilitate healing and restoration of well-being
 - (d) “**Products**” means any of the products for sale on the Shabequay Site
 - (e) “**Reiki**” is the Japanese healing treatment with a hands-on technique, which may include crystals, the drum, hot rocks and smudging
 - (f) “**User(s)**” means anyone who visits or accesses the Sites and the Service and all registered users

2. **Description of Service.** The Shabequay Site provides healing opportunities and information about healing and spiritual well-being. Through the provision of Reiki, Grief Counseling, and the facilitation of Ceremonies, the Shabequay Site and the Service offers a way of ceremony and relationship that will gently encourage Users to deepen their connections and to address any surrounding circumstances preventing people from seeing their inherent beauty as a human being. Users are also able to purchase related educational and healing materials from the Shabequay Site.

3. **Acceptance of Terms.** These Terms of Use apply to every User of the Sites. By using the Service, you accept all of the terms and conditions in these Terms of Use, as well as all of the terms and conditions contained in the Shabequay

Healing Privacy Policy available at <http://www.shabequay.ca/privacy/>. Shabequay Healing reserves the right to modify or replace these Terms of Use or the Privacy Policy at any time by posting the updated Terms of Use or Privacy Policy to the Shabequay Site.

4. **Site.** It is your responsibility to check the Shabequay Site periodically for such updates. Continued use of any of the Sites after the posting of changes to the Terms of Use or Privacy Policy constitutes your acceptance of the changes.
5. **Friends of Shabequay.** Shabequay Healing utilizes the knowledge of a village of elders and other spiritual leaders. Shabequay Healing may facilitate services for Users that will be performed by Friends of Shabequay and other elders and third parties who are not Shabequay Healing. SHABEQUAY HEALING IS NOT RESPONSIBLE FOR ANY COST, DAMAGE OR HARM ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE PROVISION OF SERVICES BY FRIENDS OF SHABEQUAY OR OTHER THIRD PARTIES WHOM USERS ARE REFERRED TO THROUGH SHABEQUAY HEALING AND IT IS UNDERSTOOD AND ACKNOWLEDGED THAT SHABEQUAY HEALING ACCEPTS NO LIABILITY FOR ANY COST, DAMAGE OR HARM ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE PROVISION OF SERVICES BY FRIENDS OF SHABEQUAY OR OTHER THIRD PARTIES WHOM USERS ARE REFERRED TO THROUGH SHABEQUAY HEALING.
6. **Rules of Conduct.** As a condition of using the Service, you agree to all of the following:
 - You must be a registered user to register for any Reiki, Grief Counseling or Ceremonies, or to purchase any of the Products.
 - You are required to select a user identification ("UserName") and password to access certain aspects of the Service. You are responsible for maintaining the confidentiality of your UserName and password.
 - You are responsible for all activity that occurs under your UserName.
 - You are solely responsible for your conduct and any content, materials or information that you submit, post, or display on the Service, or that you allow others to submit, post, or display on the Service under your UserName.
 - You agree that you will not attempt to, or encourage or assist any other person to, circumvent or modify any system, security technology or other software that is part of the Service or used to administer the rules contained in these Terms of Use.

Further, while using the Service, Users agree not to:

- upload, post, email, transmit or otherwise make available any content, materials or information to, on or through the Service that are fraudulent, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, pornographic, invasive of another's privacy, or hateful.

- post content, materials or information that infringe a patent, trademark, trade secret, copyright or other proprietary rights of another person or entity or that violate any right of privacy, or that defame or libel any person or entity, or offer content that you do not have a right to make available under any law or under contractual or fiduciary relationships.
- transmit any worms or viruses, spyware, malware or any other harmful or destructive code to or through the Service.
- upload, post, email, transmit or otherwise make available to Users any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "affiliate links," or any other form of solicitation.
- use the Service for any illegal or unauthorized purpose or violate any applicable state, federal or local laws in your jurisdiction (including but not limited to intellectual property laws, criminal laws against money laundering, or tax laws).
- "stalk" or otherwise harass anyone on or through the Service.
- pretend that you are, or that you represent, someone else, or impersonate any other individual or entity, or falsely state or otherwise misrepresent your affiliation with an individual or entity.
- access another User's account without that User's permission, nor will you compromise another User's account. All Users agree that if such acts are brought to the attention of Shabequay Healing, Shabequay Healing may (1) immediately terminate your Shabequay Healing account, if any, and (2) provide all relevant information to law enforcement officials in order to assist in an investigation of your actions.
- transmit emails or any other content that includes personal or identifying information about another person without that person's explicit consent.
- violate nor attempt to violate the security of the Service, including, without limitation:
 - accessing data not intended for you, including logging into a server or account which you not authorized to access;
 - attempting to probe, scan or test the vulnerability of a system or network to breach security or authentication measures without proper authorization;
 - using any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Service or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Service or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Sites;
 - taking any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Sites or Shabequay Healing's

systems or networks, or any systems or networks connected to the Sites or to Shabequay Healing's systems;

- conducting a reverse look-up, tracing or seeking to trace any information on any other User to its source, or exploit the Sites or any Service or information made available or offered by or through the Sites, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Service;
 - attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of "denial of service" attacks, overloading, "flooding", "mailbombing" or "crashing";
 - disrupting network nodes or network services or otherwise restrict, inhibit, disrupt or impede Shabequay Healing's ability to monitor or make available the Sites; or
 - taking any action in order to obtain services to which you are not entitled;
 - provide materials or any other content for download that contain viruses or any other code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - employ misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of content transmitted through the Service;
 - attempt to gain unauthorized access to Shabequay Healing's computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service.
- You will conduct yourself in a transparent manner that solicits trust from fellow Users when you are using the Sites. You will not make derogatory or false statements about fellow Users or content via the Sites.
 - All content on the Sites and the intellectual property rights therein including but not limited to, designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement (the "Website Content"), are the proprietary property of Shabequay Healing or its licensors. We acknowledge that when you obtain access to the Sites, your computer downloads a copy of the information that is on it. We grant to you a personal, non-transferable and non-exclusive licence to access the Sites. By obtaining access to our Sites, you agree that you will use the information on them for your personal use only, and not for any commercial purpose or use whatsoever. This license is revocable by Shabequay Healing at any time without notice and with or without cause. No Website Content may be modified, copied, distributed, forwarded, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the prior written permission of Shabequay Healing, except as expressly permitted by these Terms of Use or by applicable copyright laws. You are

responsible at all times for acting in compliance with applicable copyright laws and all other laws. You will abide by and maintain all copyright and other legal notices, information, and restrictions contained in any Website Content accessed through the Service.

7. Registration.

- (a) You may view content without registering an account with Shabequay Healing; however, to access some aspects of the Service you may be required to select a UserName and password. In consideration of your use of such aspects of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by any registration form(s) on the Service, including your geographical location and billing address (the "Registration Data"); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, Shabequay Healing has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).
- (b) You will have a password and account designation upon completing the Service registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to: (a) immediately notify Shabequay Healing of any unauthorized use of your password or account or any other breach of security; and (b) take measures to prevent unauthorized access (e.g., ensuring that you exit from your account at the end of each session).
- (c) Any personal information you provide in the registration form will be collected in accordance with, and for the express purposes set out in, the Privacy Policy.
- (d) Shabequay Healing reserves the right to change, suspend, or discontinue the Service (including, but not limited to, the availability of any feature, database, or content) at any time for any reason. Shabequay Healing may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability.

8. Links to Third-Party Websites. While the Sites may contain links to external third-party websites, Shabequay Healing is not responsible for the content of any linked external sites. Shabequay Healing does not endorse any external website nor accept responsibility for its accuracy, authenticity, timeliness or completeness. Access to these linked external sites is at the User's own risk.

9. Limitation of Liability.

- (a) By using the Service, you acknowledge and agree that Shabequay Healing shall have no liability for any cost, damage or harm arising directly or indirectly in connection with any of the content or Website Content on

this Service or through links on the Sites or from any action or inaction of any User. IF THERE IS A DISPUTE BETWEEN YOU AND ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION, ANY USER OF THE SERVICE), SHABEQUAY HEALING IS UNDER NO OBLIGATION TO BECOME INVOLVED, AND YOU HEREBY RELEASE SHABEQUAY FROM ANY CLAIMS, DEMANDS OR DAMAGES OF ANY KIND AND OF ANY NATURE ARISING OUT OF OR RELATING TO ANY SUCH DISPUTE.

- (b) YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL SHABEQUAY HEALING BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO ACCESS TO OR USE OF THE SERVICE AND/OR THE USE OF LINKS TO OTHER WEBSITES, WHETHER OR NOT ANY SUCH DAMAGES MIGHT BE FORESEEABLE AND EVEN IF SHABEQUAY HEALING IS INFORMED OF THEIR POSSIBILITY, INCLUDING WITHOUT LIMITATION, LIABILITY FOR LOSS OF PROFIT, BUSINESS, CONTRACTS OR REVENUES OR DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES. TO THE EXTENT PERMITTED BY LAW, ALL IMPLIED TERMS ARE EXCLUDED.
- (c) THIS EXCLUSION OR LIMITATION OF LIABILITY APPLIES REGARDLESS OF THE FORM OF ACTION OR PROCEEDING, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, BREACH OF STATUTORY DUTY OR OTHERWISE.
- (d) NONE OF THE INFORMATION OFFERED BY SHABEQUAY HEALING SHOULD BE TAKEN AS PROVIDING YOU WITH ANY SPECIFIC OR PERSONALIZED MEDICAL OR FINANCIAL ADVICE, NOR AS A FORM OF TREATMENT FOR ANY PHYSICAL, EMOTIONAL, MENTAL, LEGAL OR FINANCIAL PROBLEMS. YOU SHOULD ASSESS WHETHER YOU REQUIRE ADDITIONAL HELP OR INFORMATION AND, WHERE APPROPRIATE, SEEK INDEPENDENT PROFESSIONAL ADVICE AND/OR HELP.
- (e) YOU HAVE THE SOLE RESPONSIBILITY FOR ANY DECISIONS YOU MAKE BASED ON INFORMATION CONTAINED IN THE SITES.
- (f) IF YOU USE THE SERVICE, YOU ARE AGREEING THAT THIS LIMITATION OF LIABILITY IS REASONABLE AND IN KEEPING WITH THE NATURE OF THE SERVICE.
- (g) You agree that the Sites are a venue and as such Shabequay Healing is not responsible or liable for any content, for example, data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links posted by you, other Users, or outside parties on the Service. You use the Service at your own risk.
- (h) If you are dissatisfied with the Service or with the Terms of Use, your sole and exclusive remedy is to discontinue using the Service.

- 10. No Warranty.** YOU AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, AND THAT YOUR USE OF THE SERVICE PROVIDED BY SHABEQUAY HEALING SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, SHABEQUAY HEALING DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR ACCESS TO AND USE THEREOF, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY, ACCURACY OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SHABEQUAY HEALING MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE CREDIBILITY OF THE USERS OF THE SERVICE, THAT USERS WILL PERFORM AS PROMISED, ABOUT THE TRUTHFULNESS, ACCURACY OR COMPLETENESS OF THE CONTENT AND/OR THE WEBSITE CONTENT ON THE SERVICE OR THE CONTENT OF ANY SITES LINKED TO THE SERVICE, OR THE AVAILABILITY, QUALITY, CHARACTERISTICS, LEGITIMACY, FUNCTIONALITY, SECURITY OR SAFETY OF ANY CONTENT OR WEBSITE CONTENT POSTED ON THE SITES, OR ANY DESCRIPTIONS OR LITERATURE ABOUT THE CONTENT OR THE WEBSITE CONTENT. SHABEQUAY HEALING ALSO MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE CONTENT OR THE WEBSITE CONTENT ON THE SERVICE ARE FIT FOR ANY PARTICULAR PURPOSE OR WILL MEET ANY USER'S REQUIREMENTS, AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF THE CONTENT OR THE WEBSITE CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR WEBSITE CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR WEBSITE CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE. SHABEQUAY HEALING DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING. ADDITIONALLY, SHABEQUAY HEALING IS NOT RESPONSIBLE FOR ANY DAMAGES OR LOST PROFITS THAT RESULT FROM USERS DIRECTLY CONTACTING OTHER USERS OR FOR ANY DAMAGES OR LOST PROFITS RESULTING FROM TRANSACTIONS CONDUCTED OUTSIDE OF THE SERVICE, INCLUDING TRANSACTIONS THAT MAY ORIGINATE THROUGH THE SERVICE BUT ARE TAKEN OFFLINE OR OUTSIDE OF THE SERVICE.
- 11. Indemnity.** By accepting these Terms of Use, you agree to indemnify and hold Shabequay Healing harmless from any and all claims, demands, liabilities, expenses or tax assessments, including reasonable legal fees, arising out of any

claim made by any third party or any action taken by any governmental or regulatory body, due to, arising out of or relating to (i) any content, information or materials that you submit, post, transmit, provide or otherwise make available through the Service, (ii) your use of the Service, (iii) your connection to the Service, (iv) your actual or alleged breach of these Terms of Use, (v) your actual or alleged infringement of any third party intellectual property or proprietary rights, or (vi) your actual or alleged violation of any applicable laws, rules, regulations or rights of another.

12. Cancellation and Return Policy. For complete information, please review the terms of the Cancellation and Return Policy at <http://www.shabequay.ca/policies/>.

13. Miscellaneous Provisions.

- (a) **Ownership.** The Sites are owned by Shabequay Healing and/or, in the case of certain features, its third party service providers, and unless otherwise indicated, the Website Content is the property of Shabequay Healing and is protected, without limitation, pursuant to Canadian and foreign copyright and intellectual property laws.
- (b) **Entire Agreement.** These Terms of Use constitute the entire agreement between you and Shabequay Healing pertaining to the subject matter hereof. You agree to review these Terms of Use prior to any use of the Service, and each use of the Service by you shall constitute and be deemed your unconditional acceptance of these Terms of Use. Shabequay Healing may prospectively modify these Terms of Use by posting a revised Terms of Use on the Shabequay Site.
- (c) **No Agency.** No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms of Use.
- (d) **Governing Law and Forum.** Shabequay Healing controls www.shabequay.ca from its offices within the Province of Manitoba, Canada. The Service can be accessed from all provinces and territories of Canada and from other countries around the world. As each of these jurisdictions have laws that may differ from those of the Province of Manitoba, by accessing the Service, you agree that all matters relating to access to, or use of, the Service, or any other hyperlinked website, shall be governed by the laws of the Province of Manitoba and the federal laws of Canada applicable therein. You also agree and hereby submit to the non-exclusive personal jurisdiction and venue of the courts of the Province of Manitoba and acknowledge that you do so voluntarily and are responsible for complying with all local laws.
- (e) **General.** You agree to waive any right you may have to: (i) a trial by jury; and (ii) commence or participate in any class action against Shabequay Healing related to the Service, the Content or these Terms of Use and, where, applicable, you also agree to opt out of any class proceedings against Shabequay Healing or its licensors. We have required that these Terms of Use and all documents relating thereto be drawn-up in English.

Nous avons demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

- (f) **Waiver and Severability.** The failure of Shabequay Healing to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. In the event that any provision of these Terms of Use is held by a Court or a tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portion of these Terms of Use will remain in full force and effect.
 - (g) **Notices.** If you have consented to receiving email messages from Shabequay Healing, Shabequay Healing may provide you with notices, including without limitation, those regarding changes to the Terms of Use and other service-related announcements, by email or postings on the Service.
 - (h) **Assignment.** Shabequay Healing may assign these Terms of Use to any successor or purchaser of Shabequay Healing. These Terms of Use cannot be assigned or transferred, in whole or in part, by you. These Terms of Use will enure to the benefit of and be binding upon each of us and our respective heirs, administrators, successors and permitted assigns.
 - (i) **Headings.** All article or section headings are for reference and convenience only and shall not be considered in the interpretation of the Terms of Use.
 - (j) **E-mail.** The inclusion of any email addresses on the Service is not consent to receiving unsolicited commercial electronic messages or SPAM.
- 14. Termination.** Shabequay Healing reserves the right to suspend or terminate, or take any other action or remedy that we deem reasonable, appropriate or necessary, in our sole discretion, with respect to your account immediately, without prior notice or liability, for any reason. If we terminate your account, your right to use the Service will immediately cease. All provisions of the Terms of Use will survive termination, including without limitation, intellectual property ownership provisions, licenses, warranty disclaimers, indemnities, and limitations of liability. Shabequay Healing reserves the right to modify or terminate the Service for any reason, without notice, at any time.

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CANADA

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