

Terms and Conditions

These Terms and Conditions of Service and Use of Blue Empress Tarot (together with its successors and/or assigns, the “Company”, and sometimes referred to herein as “we” or “us” or “our” or “website”) are hereby made effective, and, without waiving or otherwise releasing any right or obligation under any prior terms and conditions of the use of our website hereby amend and restate any such prior terms and conditions. When you use our website and services, you are agreeing to our terms. So please take a few minutes to read over the below mentioned Terms and Conditions before using our website.

IF YOU DO NOT AGREE WITH ANY TERM OR PROVISION OF THESE TERMS AND CONDITIONS, PLEASE EXIT THIS SITE IMMEDIATELY. PLEASE BE ADVISED THAT YOUR CONTINUED USE OF THIS SITE OR THE PRODUCTS OR INFORMATION PROVIDED THEREBY SHALL INDICATE YOUR CONSENT AND AGREEMENT TO THESE TERMS AND CONDITIONS.

These Terms and Conditions of Service and Use are hereby made effective or “we” or “us” or “our” or “Company”), and, without waiving or otherwise releasing any right or obligation under any prior terms and conditions of the use of Blue Empress Tarot, hereby amend and restate any such prior terms and conditions.

SECTION 1- DEFINITIONS

For the purposes of this terms and conditions:

“You” means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

“Company” (referred to as either "Company", "We", "Us" or "Our" in this Agreement) refers to Blue Empress Tarot.

“Site” or “Website” refers to the website owned by Blue Empress Tarot, accessible from blueempresstarot.com.

SECTION 2- ACCEPTANCE

By clicking “I AGREE” and/or simply by using or accessing our services and this website, you hereby agree,

(a) that you have received, read and understood these Terms and Conditions, and that these Terms and Conditions create a valid and binding agreement, enforceable against you in accordance with the terms hereof,

(b) to be bound by these Terms and Conditions, any terms, conditions or other rules, regulations or policies of Blue Empress Tarot, as each may be amended or supplemented from time to time in our sole discretion without notice;

(c) that your use of our services and our website shall comply with all applicable national and local laws, rules or regulations, and that you are solely responsible for your compliance with, familiarity with and understanding of any such laws, rules or regulations applicable to your use of the sites. If you do not agree with any portion of these Terms and Conditions, you are prohibited from using or accessing our services.

SECTION 3- ELIGIBILITY

You must be at least eighteen (18) years of age to use the website, unless the age of majority in your jurisdiction is greater than eighteen (18) years of age, in which case you must be at least the age of majority in your jurisdiction. Use of this website is not permitted where prohibited by law.

SECTION 4- GRANT OF USE

We grant you a non-exclusive, non-transferable and limited right to access, non-publicly display, and use the Website, including all content available therein (the “Content”) on your computer or mobile device consistent with these Terms.

This grant is terminable by us at will for any reason and at our sole discretion, with or without prior notice. Upon termination, we may, but shall not be obligated to: (i) restrict your access, (ii) block your email and/or IP addresses or otherwise terminate your use of and ability to use the website, and/or (iii) remove and/or delete any of your User Submissions. You agree not to use or attempt to use the website after said

termination. Upon termination, the grant of your right to use the website shall terminate, but all other portions of these Terms shall survive. You acknowledge that we are not responsible to you or any third party for the termination of your grant of use.

SECTION 5- PROPRIETARY RIGHTS

As between you and us, we own, solely and exclusively, all rights, title and interest in and to the site, all the content (including, for example, audio, photographs, illustrations, graphics, other visuals, video and copy), software, code, data, and the look and feel, design and organization of the site, and all materials and content related to our programs even if the materials or content are not accessed through the site. Your use of the site does not grant to you ownership of any content, software, code, data or materials you may access on the site.

SECTION 6- PROHIBITED CONDUCT

Without limiting the generality of the foregoing or any other provision hereof, you acknowledge and agree, as follows:

1. Not to access the Site using any automated means, including, without limitation, harvesting bots, robots, spiders, or scrapers;
2. Not to engage in multi-level marketing using the Site, including, without limitation, pyramid schemes, and similar marketing concepts;
3. Not to upload, use or disseminate viruses or other malicious code or other abusive scripts or processes;
4. Not to solicit personal information of another person or request or obtain access to an account of another person;
5. Not to bully, intimidate, or harass any person;
6. Not to use the Site in any manner that is, or could reasonably be construed to be, in violation of these Terms and Conditions, fraudulent, misleading, malicious or discriminatory;
7. Not to take any action that could disable, overburden, or impair the operation or availability of the Site, such as a denial-of-service attack;

8. Not to engage in manipulative practices designed to obfuscate the true intent of your submissions to the Site, or to artificially generate traffic to another website;
9. Not to facilitate or encourage any violations of these Terms and Conditions;
10. Not to issue chargeback disputes against us;
11. Not to use patented, copyrighted, trademarked or other protected intellectual property without the written consent and authorization of the owner of such property;
12. Not to copy, distribute or disseminate the Site or any portion thereof, and not to transfer the Site, or any portion thereof, to another person or “mirror” the Site, or any portion thereof, on any other server;
13. Not to decompile or reverse engineer, or attempt to decompile or reverse engineer, the Site or any portion thereof.

SECTION 7- ASSUMPTION OF RISK

As with all situations, there are sometimes unknown individual risks and circumstances that can arise during use of our website that cannot be foreseen that can influence or reduce results. You understand that any mention of any suggestion or recommendation on or through our website are to be taken at your own risk, with no liability on our part.

SECTION 8- ONLINE PAYMENTS

You represent and warrant that if you are making online payments that (i) any credit card, debit card and bank account information you supply is true, correct and complete, (ii) charges incurred by you will be honored by your credit/debit card company or bank, (iii) you will pay the charges incurred by you in the amounts posted, including any applicable taxes, and (iv) you are the person in whose name the card was issued and you are authorized to make a purchase or other transaction with the relevant credit card and credit card information.

SECTION 9- PAYMENT AND PRICES

Service descriptions, typographic, pricing and photographic errors are unintentional and subject to correction. We regret, but are not liable for such errors. We reserve the right to reject any bookings made for a service listed at an incorrect price. If you discover an error in our website or catalogue, please let us know.

Prices for the services are liable to change at any time, but changes will not affect contracts which have come into force. If you dispute any payment made to us you must contact us immediately and provide full details of your claim.

SECTION 10- PUNCTUALITY & COURTESY

- For outdoor sessions you must make adequate travel arrangements to arrive in time for your appointment.
- If you miss all or part of your session without required notice (for reasons including, without limitation, lateness or work commitments) then you will not be entitled to a refund of any part of your fee. No credit for missed appointments will be issued.
- We suggest you to please arrive 10-15 minutes before your appointment time. We also suggest that you switch your mobile to silent while in session.

SECTION 11- HEALTH AND SAFETY POLICY

We will provide and maintain a healthy and safe working environment with the objective of minimizing the number of instances of occupational accidents and illnesses and ultimately achieving an accident-free session.

You agree to wear a protective mask at the time of your appointment. You also acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you may be exposed to or infected by COVID-19 by my mere presence within this establishment and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

You understand that the risk of becoming exposed to or infected by COVID-19 may result from the activities, omissions, or carelessness of yourself and others, including,

but not limited to volunteers, and participants and their families. You hereby release Blue Empress Tarot from any and all claims arising from or in connection with any direct COVID-19 impact while visiting.

SECTION 12- LATE ARRIVAL

If customers arrive later than the previously agreed start time, Blue Empress Tarot reserves the right to cancel/reschedule the appointment.

SECTION 13- REFUNDS AND CANCELLATIONS POLICY

Once your booking has been confirmed a contract will exist between you and us. All payments made to us are non-refundable. If you wish to reschedule or cancel your appointment you must notify us within 24 hours prior to your appointment. You will be charged if we do not receive any rescheduling/cancellation requests before 24 hours of commencement of your appointment.

We reserve the right to cancel or change booking date of your appointment. In case of emergency situations, your appointment may be cancelled or postponed without any notices from us.

SECTION 14- CODE OF ETHICS

By enlisting the services of Blue Empress Tarot, you are agreeing to the following Code of Ethics:

1. The purpose of Blue Empress Tarot's readings is to empower the client. If you are seeking a purely predictive Tarot reading, you may wish to contact a different style of reader.
2. Blue Empress Tarot's readers will keep everything a client says and everything that is revealed in a reading 100% confidential, unless the situation is possibly life-threatening.
3. Blue Empress Tarot's readings are non-judgmental, and we welcome clients of all cultures, religions, spiritual paths and sexual orientations.

4. Blue Empress Tarot will not do a reading for third parties to see what someone other than the client is doing or feeling, nor will they do a reading for anyone under 18 years old.
5. Blue Empress Tarot will strive to give clients positive direction and guidance, to help them to find practical and empowering courses of action.
6. Blue Empress Tarot will not give advice in areas for which they are not qualified. If the client needs a physician, psychologist, lawyer, financial advisor, accountant, or any other professional service for which the reader is not qualified, they will encourage them to seek such service from someone who is qualified in that area.
7. Blue Empress Tarot reserves the right to refuse to do a reading for a question that they feel they cannot answer, or one that goes against this Code of Ethics.
8. All client sessions are completely confidential and will never be revealed to a third-party.

SECTION 15- USING OUR SERVICES

To ensure smooth virtual sessions, you may require multiple compatible devices, high speed internet access. You are solely responsible for all computer hardware and other equipment and all fees for services (such as internet service and wireless services) required for access and use of online sessions. You may regularly need to update your video conference applications to use our services. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility and are to be procured at your own cost.

SECTION 16- LIMITED LICENSE

You may access the content and digital products available on the site on your computer or other internet compatible device for your personal, non-commercial use only. To the extent you need to download software or documentation to use the products or services on the site, we grant you a limited, non-assignable, non-transferable, revocable license to use such materials solely to utilize such products or services. Such license will terminate when you no longer use our services.

SECTION 17- PERSONAL RESPONSIBILITY

You aim to accurately represent the information provided to us on or through our website. You acknowledge that you are participating voluntarily in using our website and that you are solely and personally responsible for your choices, actions and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through this website, and you agree to use your own judgment and due diligence before purchasing anything from our website.

SECTION 18- EXTERNAL LINKS

From our website, you can visit other website by following hyperlinks to such external sites. While we strive to provide only quality links to useful and ethical websites, we have no control over the content and nature of these sites. These links to other websites do not imply a recommendation for all the content found on these sites. site owners and content may change without notice and may occur before we have the opportunity to remove a link that may have gone 'bad'.

Please be also aware that when you leave our website, other sites may have different privacy policies and terms which are beyond our control. Please be sure to check the Privacy Policies of these sites as well as their "Terms of Service" before engaging in any business or uploading any information.

The site may contain (or you may be sent through the site) links to other website or content belonging to or originating from third parties or links to website and features in banners or other advertising. Such external links are not investigated, monitored, or checked for accuracy, adequacy, validity, reliability, availability, or completeness by us.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY INFORMATION OFFERED BY THIRD-PARTY WEBSITE LINKED THROUGH THE SITE OR ANY WEBSITE OR FEATURE LINKED IN ANY BANNER OR OTHER ADVERTISING. WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

SECTION 19- INDEMNIFICATION

You agree to defend, indemnify and hold us and our directors, officers, employees and agents harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from any content or other material you place on the site or submit to us, or your breach or violation of the law or of these Terms and Conditions. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

SECTION 20- DISCLAIMER OF WARRANTIES

(a) THE SITE, INCLUDING BUT NOT LIMITED TO ALL SERVICES, PRODUCTS, CONTENT, FUNCTIONS AND MATERIALS CONTAINED OR AVAILABLE ON THE SITE, IS PROVIDED "AS IS," "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY REGARDING UPTIME OR UNINTERRUPTED ACCESS, AVAILABILITY, ACCURACY, OR USEFULNESS, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE HEREBY DISCLAIM ANY AND ALL SUCH WARRANTIES, EXPRESS AND IMPLIED. WE ALSO ASSUME NO RESPONSIBILITY, AND WILL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT, MOBILE DEVICE, OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE SITE OR YOUR DOWNLOADING OF ANY MATERIALS FROM THE SITE. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

(b) WE DO NOT: (I) GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY THIRD-PARTY CONTENT ON THE SITE OR SERVICES (II) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY THAT APPEARS ON THE SITE. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON OR AVAILABLE FROM THE SITE.

SECTION 21- LIMITATION OF LIABILITY

IN NO EVENT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, WILL WE OR ANY OF OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTENT OR SERVICE PROVIDERS (COLLECTIVELY, THE "PROTECTED ENTITIES") BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE CONTENT, MATERIALS, PRODUCTS, SERVICES, AND FUNCTIONS RELATED TO THE SITE, YOUR PROVISION OF INFORMATION VIA THE SITE, LOST BUSINESS OR LOST SALES, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS TO THE EXTENT REQUIRED BY APPLICABLE LAW.

SECTION 22- TERMINATION

We may terminate, change, suspend or discontinue any aspect of the site or the site's products or services at any time. We may restrict, suspend or terminate your access to the site and/or its products or services if we believe you are in breach of these Terms and Conditions or applicable law, you are a repeat infringer of intellectual property rights, or for any other reason without notice or liability.

SECTION 23- COMMUNICATION

If you provide us your email address, you agree and consent to receive email messages from us. These emails may be transactional or relationship communications relating to the products or services we offer, such as administrative notices and service announcements or changes, or emails containing commercial offers, promotions or special offers from us.

SECTION 24- WAIVERS

Our failure to act with respect to a breach of these Terms and Conditions by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches.

SECTION 25- FORCE MAJEURE

Neither party hereto shall be responsible for delays or failures in performance resulting from acts beyond its reasonable control and without its fault or negligence. Such excusable delays or failures may be caused by, among other things, strikes, lock-out, riots, rebellions, accidental explosions, floods, storms, acts of God and similar occurrences.

SECTION 26- GOVERNING LAW AND JURISDICTION

These Terms and Conditions will be governed by and construed in accordance with American laws, and the courts of USA will have non-exclusive jurisdiction to adjudicate any dispute arising under or in relation to these terms of sale.

SECTION 27- COPYRIGHT

All rights reserved. All materials presented on this site are copyrighted and owned by Blue Empress Tarot, or other individuals or entities as designated. Any republication, retransmission, reproduction, storing or distribution of all or part of any materials found on this site is expressly prohibited.

SECTION 28- MODIFICATIONS

We reserve the right, at our sole discretion, to modify any portion of these Terms and Conditions at any time. Changes in these Terms and Conditions will be effective when posted. Your continued use of the site and/or services offered on or through the site after any changes to these Terms and Conditions are posted will be considered acceptance of those changes.

SECTION 29- ENTIRE AGREEMENT

You hereby accept the fact that you have read, understood and are willing to abide by the terms and conditions laid down in this agreement. You further agree that the terms and conditions set out under this agreement are fair, reasonable and just given the matters set out under this agreement and you waive any and all rights to have any claims against us on grounds set out above.