



Tel: 716-393-5263 | Web: www.eyelandpaws.com | Email: billing@eyelandpaws.com

TERMS & CONDITIONS OF SERVICE

i. NO GUARANTEES

- a. As with anything in life, there are no guarantees. Tanya has had an immense success record treating both people and animals all over the world. That being said, there is NO GUARANTEE any treatment she provides will bring you those same results. It might be 'likely,' the odds may be stacked heavily in your favor, and she could even have a perfect track record treating your type of condition, but unfortunately, that does not mean it WILL work for you, and it is important you understand and accept this fact. While every effort will be made on behalf of Eyeland Paws and Tanya herself as it pertains to the success of your treatment program, there are NO GUARANTEES of a recovery of any kind, regardless of the type or severity of your symptoms.

ii. PAYMENT PLAN POLICY

- a. Because we deal in the services industry, there is no item or good to return. This means that all completed services are non-refundable. If you have completed a session, muscle testing, vaccine detox, etc., the funds allocated to that service are non-refundable. Also, there are three different payment plans to choose from. You can read about those at www.eyelandpaws.com/plans. If you have signed up for the Bundle Plan (not the Retainer or Pay-As-You-Go Plans), your payment today is non-refundable. It is, however, transferable, should you decide to use your remaining time/balance for a loved one, a pet, or a friend, but remains NON-REFUNDABLE. If you chose this plan, in exchange for your commitment to your healing program, Eyeland Paws applied a 10% discount on the usual session rate of \$200 per hour. Payment of this invoice constitutes your agreement to this policy.
- b. The sole exception to the refund policy is in the triggering of the Force Majeure clause as outlined in § v herein.

iii. MEDIATION AND ARBITRATION

- a. In the event of any controversy or claim arising out of or relating to this invoice, the parties agree to first attempt to settle the dispute by mediation conducted in

Lansing, Michigan. If settlement is not reached within sixty days after service of a written demand for mediation, any unresolved controversy or claim shall be settled by arbitration conducted in Lansing, Michigan in accordance with the rules of the American Arbitration Association. Michigan law shall apply, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction.

iv. **ASSIGNMENT**

- a. In the event the Client should wish to use their balance of time on a third party, all the terms and conditions of herein that apply to the undersigned, also apply to the third party. Any legal requirement or responsibility, or failure thereof, to relay the terms and conditions herein to the third party lie solely with the Client.

v. **EVENT OF FORCE MAJEURE**

- a. In the event of any situation specifically enumerated under this section either 1) rendering Tanya unable to perform the services paid for or 2) the client has since deceased and services can no longer be performed, the remaining balance on Client's account for any UNPERFORMED services will be refunded in a timely but reasonable time frame considering the circumstances regardless of the Client's plan type:
 - i. Act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves, tornados, and floods);
 - ii. War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
 - iii. Rebellion, revolution, insurrection, or military or usurped power, or civil war;
 - iv. Contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
 - v. Riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Company or of his Subcontractors; or
 - vi. Acts or threats of terrorism.
 - vii. Death of either Party (Tanya or Client).

vi. **MEDICAL ADVICE DISCLAIMER AS REQUIRED BY LAW**

- a. Nothing on our website, this invoice, or any communication with Tanya or Eyeland Paws is to be considered medical advice. Tanya nor anyone else affiliated with Eyeland Paws is a medical doctor or provides medical advice. The information, including but not limited to, text, graphics, images, and other material contained on this website are for informational purposes only. No

material distributed by Eyeland Paws whether on this site or by any other means is intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health care provider with any questions you may have regarding a medical condition or treatment and before undertaking a new health care regimen, and never disregard professional medical advice or delay in seeking it because of something relayed to you by Tanya, an employee or agent of Eyeland Paws, or our website.

vii. **SEVERABILITY**

- a. If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

viii. **ENTIRE AGREEMENT**

- a. This Agreement, including any Exhibits referred to herein, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements, or conditions, express or implied, written or oral, between the parties.

ix. **ACCEPTANCE OF TERMS**

- a. Acceptance of this estimate and/or payment of the subsequent invoice associated with this estimate, constitutes Client's (or their legal guardian's) acceptance of these terms and conditions.