

YOUR LOCAL MYSTIC



TERMS & CONDITIONS

Last Updated: March 2025

The following Terms and Conditions of Use (“Terms”) are entered into by and between You and **Bri Perry, FBN Your Local Mystic** (“Company,” “we” or “us”).

These Terms, together with our Privacy Policy, Disclaimer, and any other documents expressly incorporated by reference, govern your use of the website <https://www.yourlocalmystic.com> and any subdomains (“Website”), including all materials, resources, information, and services on the Website, whether as a guest or registered user.

Your access to and use of the Website is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, customers, and others who access or use the Website.

By accessing or using the Website you agree to be bound by these Terms, without modification, and acknowledge reading them. If you disagree with any part of the Terms, you may not access the Website.

Privacy Policy

Your use of the Website is also subject to our Privacy Policy:

<https://www.yourlocalmystic.com/privacy-policy>. Please review our Privacy Policy, which also governs the Website and informs users of our data collection practices. Your agreement to the Privacy Policy is hereby incorporated into these Terms.

Disclaimer:

For Educational & Informational Purposes Only

The information contained on this Website and the resources, information, webinars, videos, blog posts, courses, downloads, digital products, and services available through this Website, whether free or paid, (the “Resources”) are for educational and informational purposes only.

Users Personal Responsibility

By using this Website, you accept personal responsibility for the results of your actions. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available on this Website and in the Resources. You agree to use judgment and conduct

due diligence before taking any action or implementing any plan or policy suggested or recommended on this Website or in the Resources.

Not Professional Advice

Accuracy of Information: Client acknowledges that Astrology is a spiritual and intuitive practice/tool and that the information delivered by the service provider should not be construed as medical, legal, health or financial advice. The information contained on this Website and in the Resources is not intended as, and shall not be understood or construed as, professional advice, including but not limited to legal, financial, medical, or other professional advice. While the contributors, employees and/or owners of the Company are professionals and the information provided on this Website relates to issues within the Company's area of professionalism, the information contained on this Website is not a substitute for advice from a qualified professional who is aware of the facts and circumstances of your individual situation.

We have done our best to ensure that the information provided on this Website and the resources available for download are accurate and provide valuable information. Regardless of anything to the contrary, nothing available on or through this Website should be understood as a recommendation that you should not consult with a professional to address your particular situation. The Company expressly recommends that you seek advice from a professional.

Neither the Company nor any of its employees or owners shall be held liable or responsible for any errors or omissions on this Website or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with your situation.

No Guarantee of Results

You agree that the Company has not made any guarantees about the results of taking any action, whether recommended on this Website or not. The Company provides educational and informational resources that are intended to help users of this website succeed in our specific topic area. You nevertheless recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Company.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others, whether clients or customers of the Company or otherwise, applying the principles set out in this Website are no guarantee that you or any other person or entity will be able to obtain similar results.

Testimonials

At various places on this Website, you may find testimonials from clients and customers of the products and services offered on this Website or by the Company. The testimonials are actual statements made by clients and/or customers and have been truthfully conveyed on this Website.

Although these testimonials are truthful statements about results obtained by these clients and/or customers, the results obtained by these clients and/or customers are not necessarily typical. You specifically recognize and agree that the testimonials are not a guarantee of results that you or

anyone else will obtain by using any products or services offered on this Website or by the Company.

Some testimonials may have been offered in exchange for a benefit, whether a discount, free product, contest entry, or other incentive. If so, such incentive will be indicated near such testimonial. Regardless of any incentive, all testimonials are from real customers and truthfully reflect real customers' experiences with our Company.

No Endorsements

From time to time, the Company will refer to other products, services, coaches, consultants, and/or experts. Any such reference is not intended as an endorsement or statement that the information provided by the other party is accurate. The Company provides this information as a reference for users. It is your responsibility to conduct your own investigation and make your own determination about any such product, service, coach, consultant, and/or expert.

Terms of Purchase

Bri Perry, FBN Your Local Mystic, hereinafter referred to as "the Service Provider." The person purchasing the services, hereinafter referred to as "the Client." Services provided are: intuitive astrology readings via zoom, in-person or written report as agreed upon between the service provider and client upon booking. Other services provided are tarot/oracle readings upon clients request during booked reading, interpretations/advice and other related services.

Payment Terms: Price of Services range from \$180-\$300 USD for individual, one-time readings. Price of monthly memberships for on-going readings are either \$153.00 USD/month or \$255.00 USD/month.

Payment Methods: Credit/Debit cards, Apple Pay, Google Pay, PayPal, AfterPay (payment plan option).

Payment Schedule: Unless approved for AfterPay payment plan, all sales are final.

Refund Policy: All Sales are final. Eligibility for refund only applies in the event of a personal emergency.

Cancelations & Rescheduling:

To reschedule a booked session please provide a minimum of 24hrs notice. 1-1 sessions and appointments are only transferable to one future date. Failure to provide proper rescheduling notice or no-show sessions will not be eligible for refunds. If rescheduling for a different reading customer is responsible for paying the difference.

Client Responsibility: Client is to provide all required fields into the booking form upon purchasing a reading. i.e. Name, Exact Birth Time, Birth Location, etc. Clients should be punctual and on time for 1:1 readings. Clients are allowed a 5-minute buffer period to attend a session before it is considered a "no-show" as appointment times are limited to a set period.

Confidentiality & Client Privacy:

All clients personal information including name, birth time, location, and all details discussed during 1:1 readings will be kept private and will not be shared with third parties without client consent.

NO USE BY MINORS

To access or use the services on this Website, you must be 18 years of age or older and have the requisite power and authority to enter into these Terms. Children under the age of 18 are prohibited from using the Website.

Lawful Purposes

You may use the Website for lawful purposes only. You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Website. You agree to use the Website and to purchase services or products through the Website for legitimate, non-commercial purposes only. You shall not post or transmit through the Website any material that violates or infringes the rights of others, or that is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable, contains injurious formulas, recipes, or instructions, that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

Use of Free Downloadable Content

We may make resources on this Website accessible to users in exchange for providing an e-mail address ("Gated Content"). We grant you a limited, personal, non-exclusive, non-transferable license to use the Gated Content for your own personal or internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Gated Content in any manner. You agree that you may only use the Gated Content for your personal or internal business use. You agree that you will not sell, redistribute, or create any derivative works based upon the Gated Content and you will not offer any competing products or services based upon any information contained in the Gated Content.

Material That You Submit To The Website

By posting, uploading, submitting, inputting, providing, or otherwise making available any artwork, photos, written works, or other media, including feedback and suggestions (collectively, "Submissions"), you grant us, our affiliated companies, and any necessary sub-licensees a worldwide, a nonexclusive, irrevocable license to use your Submission for promotional, business development, and marketing purposes including, without limitation, the right to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission; and to publish your name in connection with your Submission.

We claim no intellectual property rights over your Submissions You retain copyrights and any other rights you may rightfully hold in any Submissions that you submit through the Website.

You shall not upload, post, submit, input, or otherwise make available on the Website any Submissions protected by copyright, trademark, or other proprietary right without the express

written permission of the owner of the copyright, trademark, or other proprietary right, and the burden of determining that any Submissions are not so protected rests entirely with you. You shall be liable for any damage resulting from any infringement of copyrights, trademarks, or other proprietary rights, or any other harm resulting from such a Submission.

By making a Submission to the Website, you represent or warrant that you own or otherwise control all the rights to your Submission described herein including the authority to use and distribute the Submission and that the use or display of the Submission as contemplated in this section will not violate any laws, rules, regulations, or rights of third parties. You agree to hold us harmless from and against all claims, liabilities, and expenses arising out of any potential or actual copyright or trademark misappropriation or infringement claimed against you arising from your Submissions.

You further grant us the right to use your Submission for the purpose of improving our Website, products, or services (and for any other purpose we deem necessary or desirable) without being obliged to pay you any compensation for our use of your Submission. We are under no obligation to post or use any Submission you may provide and may remove any Submission at any time at our sole discretion. If you do send us unsolicited ideas, such ideas will be deemed non-confidential, and we will not be required to provide any acknowledgement of their source.

Our Intellectual Property

The Website contains intellectual property owned by us, including trademarks, copyrights, proprietary information, and other intellectual property. We reserve all rights in and to our common law and registered trademarks, service marks, copyrights, and other intellectual property rights, including but not limited to text, graphics, photographs, video, design, and packages, belonging to us or to our licensors (“IP”). You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of our IP in whole or in part, without our prior written consent. We reserve the right to immediately block your access to the Website and remove you from any service, without refund, if you are caught violating this intellectual property policy.

You are granted a non-exclusive, non-transferable, revocable license to access and use the Website and the resources available for download from the Website (the “Content”) strictly in accordance with these Terms of Use.

As a condition of your use of the Website, you warrant that you will not use the Content for any purpose that is unlawful or prohibited by these Terms. You may not use the Content in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party’s use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

All content included as part of the Content, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Website, is our property or the property of our licensors and is protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the Content, in whole or in part.

The Content is not for resale. Your use of the Content does not entitle you to make any unauthorized use of any protected content. You agree not to delete or alter any proprietary rights or attribution notices in any Content. You will use protected content solely for your individual or internal business use and will make no other use of the Content without our express written permission or permission from the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to our intellectual property or that of our licensors except as expressly authorized by these Terms.

Our name, logo, slogan, and all related names, logos, product and service names, designs, and slogans are the trademarks of our Company or of our affiliates or licensors. You must not use such marks without our prior written permission. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

Changed Terms

We may at any time amend these Terms, including our Privacy Policy and Disclaimers. The date of the last revision will be indicated by the “Last updated” date at the top of this page. Any such changes are effective immediately upon notice to you by us posting the new Terms on this Website. We reserve the right to update any portion of our Website, including these Terms, at any time. If you continue to use our Website after we have made revisions, your continued use constitutes consent to the revised Terms, Privacy Policy, and Disclaimers.

No Warranties

While we make every effort to ensure that the content on this Website is free from errors, we do not give any warranty or other assurance as to the accuracy, completeness, timeliness or fitness for any particular purpose of the content and materials on this site beyond reasonable efforts to maintain the site. To the maximum extent permitted by law, we provide our website and related information and services on an **“AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE) INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**

Limitation of Liability

YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE WEBSITE OR RESOURCES, PRODUCTS OR SERVICES AVAILABLE THROUGH THE WEBSITE.

ADDITIONALLY, WE ARE NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (III) THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES.

IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU EXCEED THE TOTAL PURCHASE PRICE OF ANY PRODUCTS OR SERVICES YOU HAVE PURCHASED FROM US.

No Guarantee Of Availability

Your use of the Website and any associated services may sometimes be subject to interruption or delay. We reserve the right to withdraw or amend this Website and any service or material provided on the Website in its sole discretion without notice. Due to the nature of the Internet and electronic communications, we and our service providers do not make any warranty that our Website or any associated resources or services will be error-free, without interruption or delay, or free from defects in design. We will not be liable to you should our Website or the resources or services supplied through our Website become unavailable, interrupted or delayed for any reason. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

Information provided on the Website and any resources provided on or available for download from the Website is subject to change. We make no representation or warranty that the information provided, regardless of its source, is accurate, complete, reliable, current, or error-free. We disclaim all liability for any inaccuracy, error, or incompleteness in the information provided.

Malicious Code

Although we endeavor to prevent the introduction of viruses or other malicious code (“malicious code”) to our Website, we do not guarantee or warrant that our Website, or any data available on the Website, does not contain malicious code. We will not be liable for any damages or harm attributable to malicious code. You are responsible for ensuring that the process you employ for accessing our Website does not expose your computer system to the risk of interference or damage from malicious code.

Security

Although we endeavor to prevent the introduction of viruses or other malicious code (“malicious code”) to our Website, we do not guarantee or warrant that our Website, or any data available on the Website, does not contain malicious code. We will not be liable for any damages or harm attributable to malicious code. You are responsible for ensuring that the process you employ for accessing our Website does not expose your computer system to the risk of interference or damage from malicious code.

Third Party Resources

The Website may contain links to external websites that are not provided by, maintained by, or in any way affiliated with us. We do not guarantee and are not responsible for the availability, accuracy, relevance, timeliness, or completeness of these external websites or any information thereon. Links to such websites or resources do not imply any endorsement by or affiliation with us. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

We may, from time to time, provide information from a third party in the form of a guest post or interview, in written, audio, video, or other medium. We do not control the information provided by such third-party guests, are not responsible for investigating the truth of any information provided, and cannot guarantee the veracity of any statements made by such guests.

Indemnification

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments, and expenses, as well as third-party claims and causes of action, including, without limitation, attorney's fees, arising out of your breach of any of these Terms, your use of the Website, its content, and any product or service purchased from the Website, or your failure to maintain the confidentiality and/or security of your password or access rights to this Website and its resources. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records, and reasonable access to you, as we deem necessary. You shall not settle any third-party claim or waive any defense without our prior written consent.

EFFECT OF HEADINGS; SEVERABILITY

The subject headings of the paragraphs and subparagraphs of these Terms are included for convenience only and shall not affect the construction or interpretation of any of its provisions. If any portion of these Terms is held to be unenforceable or contrary to law, such portion shall be construed in accordance with applicable law so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remainder of the provisions shall remain in full force and effect.

ENTIRE AGREEMENT; WAIVER

These Terms, together with the Privacy Policy, constitute the entire agreement between us pertaining to the Website and supersedes all prior and contemporaneous agreements, representations, and understandings between us. Any waiver by us of a breach of or right under these Terms will not constitute a waiver of any other or subsequent breach or right. No waiver shall be binding unless executed in writing.

GOVERNING LAW; JURISDICTION

These Terms, including with the Privacy Policy and Disclaimers shall be construed in accordance with, and governed by, the laws of the State of **California**, and the courts of **California** shall have jurisdiction to hear and determine any dispute arising in relation to these Terms. You agree that any proceeding relating to use of this site must be filed exclusively in the appropriate courts located in **Santa Clara County, California** and you submit to the jurisdiction of those courts and waive any objection based on an inconvenient forum or other reasons.

ALTERNATIVE DISPUTE RESOLUTION

The parties agree to attempt to resolve any dispute, claim, or controversy arising out of or relating to these Terms by mediation. The parties further agree that their respective good faith participation in

mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration, or other dispute resolution procedures.

ALL RIGHTS RESERVED

All rights not expressly granted in these Terms are reserved by us. If you do not see a usage scenario here that applies to your intended usage contact us at: yourlocalmystic@gmail.com.

Contact Information

The owner of this website is **Bri Perry, FBN Your Local Mystic**. You may contact us by business email at: yourlocalmystic@gmail.com.