

Policies / Terms and Agreements

Terms and Agreements

Your utilization of www.UniversalEmpathConsulting.com, or the purchase of Company services, sessions or products constitutes full and complete acceptance and agreement to the Terms and Agreements.

Packages

Package sessions are not transferable. They must be used by the individual who purchased them. Packages are to be used on a recurring basis to uphold the purpose and intent of the package, not exceeding a break of more than 2 months between a session as part of the package. Packages are not refundable either in full or in part. Unused sessions, or sessions missed by not adhering to the cancelation policy, **or that get rescheduled with a break of more than 2 months between a session**, are forfeited and may not be applied to future single-session purchases.

Confidentiality

Universal-Empath Consulting LLC ("Company") agrees not to disclose, reveal, or make use of any confidential information learned during sessions, calls, emails or otherwise. "Confidential information" includes but is not limited to your ("Client") identity and employer; financial, personal and proprietary information; corporate methodologies; original work and protected intellectual property. Universal-Empath Consulting LLC agrees to continue to keep confidential information private, even after the completion of working together. Exceptions to confidentiality are if Client tells Company that they plan to hurt themselves, another person or an animal. Company may choose to report such information to authorities or another party. Company may prepare and use case studies that mix information from multiple clients or otherwise do not identify any individual.

Client's use of www.UniversalEmpathConsulting.com or purchase of services constitute full and complete acceptance and agreement to the following:

Indemnification

Client agrees at all times to defend, fully indemnify and hold Universal-Empath Consulting LLC and any affiliates, agents, team members or other party associated with Company harmless from any causes of action, damages, losses, costs, expenses incurred as a result of Client's use of services ("Session") or email and website content, as well as any third-party claims of any kind (including attorney's fees) arising from his/her actions as a direct or indirect result of Client's participation in Session. Should the company be required to defend itself in any action directly or indirectly involving Client, or an action where we decide Client's participation or assistance would benefit Company's defense, Client agrees to participate and provide any evidence, documents, testimony, or other information deemed useful by Company, free of charge.

Client understands and agrees that Company is not liable for any type of direct or indirect damages arising out of Sessions including any information contained therein, including but not limited to general, specific, incidental, consequential, punitive, or special damages. Client agrees that Company is not liable or responsible in any way for any loss incurred by Client or his/her business, including but not limited to revenues, clients, business, goodwill, income, anticipated income, predicted income, sales numbers, loss of a sale, data, nor any computer failure, computer virus obtained by use of our Website, technical glitch or failure, defect or delay, or any other similar issue, as well as losses in your personal life. You agree that your decision to use our Website is wholly at your own risk and any ramifications resulting therefrom are yours alone.

Voluntary Participation

Client understands and agrees that he/she is voluntarily choosing to use the services and read all communications including emails and website content of Universal-Empath Consulting LLC and it is solely up to Client to decide what he/she would like to do with the information received. Client acknowledges and agrees that Company is not responsible nor liable to Client should Client sustain any injuries, incur harm, or encounter any negative ramifications. Client agrees that he/she is fully responsible for his/her health, well-being, career and job success, finances and investments, corporate decisions and any other object or matter, regardless of participation in Session and any results therein.

Disclaimer /No Guarantees

Company cannot guarantee results of the Session and cannot make any representations or guarantees regarding individual results. Client will hold Company and Session harmless if he or she does not experience the desired results. Company is not responsible for Client earnings, professional outcomes or any increase or decrease in Client finances based upon information Client interpreted.

Client understands there are sometimes unknown risks and circumstances that may arise during or following use of Company services, email and website content that cannot be foreseen or anticipated but may influence or affect your business or you as an individual.

Client understands he/she has complete power over his/her own life. What Company says may be accepted as information to aid in decision-making, but Client confirms any decisions ultimately remain with Client, and he/she is solely responsible for them. Company may offer advice, coaching, consulting, suggestions, and/or recommendations in conjunction with Session; however, Client understands and agrees he/she must ultimately make any decision and must bear all responsibility for his/her own decisions, whether or not based upon the reading, advice, or recommendation of Company.

Client understands that all services provided by Company in connection with the Session being purchased are provided on an "as is" basis, meaning it is without any guarantees, representations, or warranties, including but not limited to warranties relating to quality, non-infringement, fitness for a particular purpose, merchantability, or expectation or course of performance. Client does not hold Company or Session responsible should Client become dissatisfied with any portion of the Session or its aftermath.

Client agrees that he/she does not have a cause of action, legal remedy, and is not entitled to a refund should he/she not achieve the results desired following completion of the Session.

Client also understands Company is not a doctor, nurse, lawyer, financial adviser, licensed therapist, or otherwise, and agrees to hold Company harmless should any physical, emotional, or financial injury occur as a direct or indirect result of the Session. Client understands Company cannot guarantee results from this Session and has no expectation of a specific result that he or she holds Company responsible for.

Session is not to be considered a substitute for medical treatment, counseling, financial management, investment services or the services of other business advisors. Nothing contained within Session is intended to diagnose, cure, treat, or prevent any medical condition or disease, nor is it to be considered medical advice in any capacity.

Dispute Resolution

Should a dispute arise between Universal-Empath Consulting LLC and Client, the parties agree to attempt to resolve by good-faith negotiations and discussions. If unable to reach a resolution informally, Client and Universal-Empath Consulting LLC agree that all disputes will be submitted for arbitration by the American Arbitration Association within a reasonable amount of time. Both parties agree to participate in the arbitration process in good faith and in a manner that will effectively and efficiently resolve the dispute at hand, including the exchange of any materials, documents, or information. The decision made by the arbitrator is to be final and binding on both parties and is not to be appealed or otherwise set aside. It is to be enforceable in any court of proper jurisdiction as a judgement of law or decree. Failure to see results is not a basis for a dispute. Purchase of a session or package does not make Universal-Empath Consulting LLC responsible for any specific results, or those results which have been achieved by other clients.

Applicable Law

Our working relationship is governed by and under control of the laws of Minnesota regardless of conflict of law principles, and regardless of the client's location.

Intellectual Property Rights

Universal-Empath Consulting LLC maintains all copyrights and other intellectual property rights in all original or derivative content associated with or included in websites, blogs, emails and other communications. To copy, repost, alter, publish, sell, assist others in selling, manipulate, distribute, or in any way exploit any of the content or intellectual property is permissible only with express written consent. Quoting minimal excerpts is permissible without written permission only when a) attributing to Company "Universal-Empath Consulting LLC" and b) linking directly to the original source.

Website, Blog and Email Use

Website and blog users agree that your decision to use Company website, emails and blogs is wholly at your own risk and voluntarily chosen by you. Website users agree to release Company of any and all claims stemming from Client use of website, emails and blogs, and that Company is not liable for any type of direct or indirect damages arising out of your use of Company website or blogs, including but not limited to general, specific, incidental, consequential, punitive, or special damages, and any computer failure, computer virus, technical glitch or failure, defect or delay, or any other similar issue. Website users agree not to take any action against Company based upon the content posted by a third party, whether endorsed or not by Company. By using the website and blogs, users understand the Company cannot be legally responsible for material posted by any user. By use of Company websites, blogs and emails, you agree and understand that use of content and information found herein is to be taken “as is” and used at your own risk, with no guarantees, representations, or warranties regarding fitness for particular purpose, accuracy, or otherwise.

Testimonials

Client understands that testimonials on Company website, blog and emails are not to be considered as a guarantee that current or future clients will experience the same results, or a guarantee that all clients will have the same experience. See “Confidentiality” section protecting Client interests regarding testimonials.

Age and Sound Mind

To access or use our Website or use Company services, you must be 18 years or older and have the requisite mental capacity to enter into legal agreements. By using this Website or purchase Company services, you represent that you are at least 18 years of age and agree to be bound by Company policies.

Ethicalities of Company and Client

- Transparency and Honesty: Forthcoming and forthright about services, limitations, and the speculative nature of transparent insights.
- Informed Consent: Nature of empathic abilities and inherent limitations.
- Non-Judgmental Space: Creating and maintaining a safe space to express themselves without fear of judgment.
- Autonomy: The empowerment to make sound decisions rather than dictating choices.
- Confidentiality: Information should be treated with utmost confidentiality, fostering an environment of trust and security.
- Exploitation Avoidance: Refrain from exploiting vulnerabilities or fears for financial gain.
- Fair Business Practices: Charging fair prices for services and avoiding unnecessary upsells are important aspects of ethical practice.
- Disclaimer: Empathic Reading and Mentorship services are for "Entertainment Purposes Only".
- Professionalism: It is essential to maintain a professional demeanor while providing a safe and welcoming environment, and showing respect to all persons.