

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of **www.fouvs.ca** (the "Site"). This Site is owned and operated by Friends of the Ukrainian Village Society. This Site is a platform comprising an online shop, news, media, blogs, and registrations for varied services centred around the non-profitable organization.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

Intellectual Property

All content published and made available on our Site is the property of Friends of the Ukrainian Village Society and the Site's creators. This content includes, but is not limited to, images, text, logos, documents, downloadable files and anything that contributes to our Site's composition.

Sale of Services

These Terms and Conditions govern the sale of services available on our Site.

The following services are available on our Site:

- Summer Camp Registration and Services;
- Memberships;
- Online Gift-shop Goods; and
- Donation Form

The services will be paid for in full upon registration, online form completion, or purchase of goods.

These Terms and Conditions apply to all the services displayed on our Site at the time you access it. All information, descriptions, or images we provide about our services are as accurate as possible. However, we are

not legally bound by such information, descriptions, or images, as we cannot guarantee the accuracy of all services we provide. You agree to purchase services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that you are responsible for monitoring your payment instrument to verify receipt of any refund.

Payments

We accept the following payment methods on our Site:

- Credit Card;
- E-transfer: and
- PayPal

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

We also accept payment outside the Site, such as cheque or cash, if pre-approved by contacting us prior to this form of payment. If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Refunds

Refunds for Services

We provide refunds for services sold on our Site as follows:

- Refunds for goods or services, not including Children's Summer Camp Registration (HCP): The services will be refunded 100% given there is no damage or losses to the Friends of the Ukrainian Village Society. If damages or losses have occurred due to the reason for refund, the amount of refund will be determined and agreed upon with the consumer on a case-by-case basis.

- Refunds for Children’s Summer Camp Registration (HCP): The services will be refunded 75% of the paid amount if cancelled before April 30th, 2023. Cancellations between May 1st and June 15th will receive a 50% refund. Cancellations from June 16th to the Monday before the registered start date of camp will receive a 25% refund. Refunds are not available for cancellations occurring within seven days prior to the child's registered start date of camp.

Consumer Protection Law

Where the Consumer Protection Act, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of that legislation will apply.

Limitation of Liability

Friends of the Ukrainian Village Society and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses, including legal fees, from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Friends of the Ukrainian Village Society and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses, including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the Province of Alberta.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal, and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

(780) 662-3855 ext. 1111

info@fouvs.ca

c/o 8820 - 112 St. NW Edmonton, AB T6G 2P8

Effective Date: 13th day of January 2023

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