

TERMS AND CONDITIONS

www.JoshRigo.com

Background

1. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
2. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

In Consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Consultant to provide the Client with one or more of the following consulting services (the "Services"):
 - Travel Consulting Related Services
 - Interior Decorating Related Services
 - Theatre Related Services
2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

Terms of Agreement

The term of this Agreement (the "Term") will begin on the date of receipt of payment and will remain in full force and effect until the completion of the Services.

Currency

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in either USD (United States Dollars) or CAD (Canadian Dollars).

Compensation

The Client will be invoiced as follows:

Final estimate will be sent to client and work will begin once estimate is paid in full.

Payments

We accept the following payment methods on our Site:

- PayPal;
- Venmo; and
- Interac E-Transfer.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Capacity/Independent Contractor

In providing the Services under this Agreement, it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Autonomy

Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

No Exclusivity

The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the services provided.

Indemnification

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Except where prohibited by law, by using this Site you indemnify and hold harmless Josh Rigo and 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 this Site or your violation of these Terms and Conditions.

Time of the Essence

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Governing Law

While services will be provided to clients internationally, Josh Rigo will be governed by and construed in accordance with the laws of the Province of Nova Scotia.

Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

These terms and conditions (the "Terms and Conditions") govern the use of **www.joshrigo.com** (the "Site"). This Site is owned and operated by Josh Rigo.

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.

Ownership of Intellectual Property/Copyright

All intellectual property and related material (the "Intellectual Property") that is developed or produced by Josh Rigo is property of Josh Rigo. Copyright ownership belongs to Josh Rigo.

Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with Josh Rigo.

The reproduction, use, redistribution, copying, or publication of any Josh Rigo content (including, but not limited to, images, itineraries, recommendations, suggestions, text, logos) is strictly prohibited without written consent.

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

Age Restrictions

The minimum age to use this Site is 18 years old. By using this Site, users agree that they are over 18 years old. We do not assume any legal responsibility for false statements about age.

Sale of Services

These Terms and Conditions govern the sale of services available on this Site. The following services are available on this Site:

- Travel Consulting Related Services
- Interior Decorating Related Services
- Theatre Related Services

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the services that are displayed on this Site at the time you access it. All information, descriptions, or images that we provide about this 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 this Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes 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 it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Refunds

Due to the personalized and custom nature of services provided, all sales are final. All efforts will be made in good faith to address and resolve any issues or concerns that arise as a result of services provided.

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 the legislation will apply.

Liability

Josh Rigo provides information and resources for educational and general informational purposes only. All information on the website and through services provided are in good faith, and every effort has been made to ensure that the resources and information provided are current, up-to-date, and accurate.

Josh Rigo makes no representation or warranty of any kind, express or implied, regarding the accuracy, sufficiency, applicability, relevance, validity, reliability, availability, or completeness of any information provided on the website or through services. Josh Rigo assumes no responsibility for any errors, omissions, or contrary interpretation by the client or any other person in relation to this information.

Under no circumstance shall Josh Rigo be held liable for any direct, indirect, unique, special, consequential, or incidental loss or damage or any damages of any kind incurred as a result of the use of the website or reliance on any information provided by Josh Rigo. Your use of the website and its services is solely at your own risk.

By using this website and any of its services, you agree to forever discharge Josh Rigo and Josh Rigo's relatives, spouse, heirs, executors, administrators, legal representatives and assigns from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any damage, loss, death, or injury to person and property which has been or may be sustained as a consequence of action taken based on information provided by Josh Rigo.

By using the website, you:

- agree to conduct your own research, use your own judgement, and make all efforts necessary to verify any information obtained from the website and/or its services offered before taking any action, or following any advice, suggestions, or recommendations; and
- accept full personal responsibility for any harm or damage that may result from your actions arising out of or in connection with the use of the website and/or services provided by Josh Rigo.

Limitation of Liability

Josh Rigo 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.

Responsibility and Disclosure Limitations

Josh Rigo is a consultant that only provides recommendations and suggestions. Josh Rigo is not the source or provider of any services recommended or booked by the client. Any bookings made are through independent entities with their own management, beyond the control of Josh Rigo. While Josh Rigo may provide advice on how to interact with these entities, the customer is responsible for understanding and consenting to the Terms and Conditions of each company and the policies posted on their respective sites.

Applicable Law

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

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 in order to maintain compliance with the law and to reflect any changes to the way we operate this Site and the way we expect users to behave on this Site. Josh Rigo reserves the right to change these Terms at any time. Updated versions of these terms are effective immediately after being posted to this website.

Local Jurisdictions

Use of the www.JoshRigo.com and its services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions listed here, including, without limitation, this paragraph. If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and agreement shall continue in effect. These Terms and Conditions (and any other terms and conditions referenced herein) constitute the entire agreement between the client and Josh Rigo. Any rights not expressly granted herein are reserved.

Privacy Policy, Disclaimers, Terms and Conditions

By using www.JoshRigo.com and requesting any services or information from Josh Rigo, you agree to the Privacy Policy, Disclaimers, and Terms and Conditions – all of which can be found at www.JoshRigo.com

Contact Details

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

contact@joshrigo.com

You can also contact us through the feedback form available on this Site.

Effective Date: 1st day of November, 2022