



The Evidential Medium

Terms of Service and Conditions

Acceptance of consultation services ("Service") or any of the services offered by Brant – The Evidential Medium ("BrantTheMedium.com") states that you are agreeing to be bound by the following terms and conditions ("Terms of Service"). The Services offered by Brant - The Evidential Medium under the Terms of Service include various services of entertainment. Any new services or tools which are added to the current Service shall be also subject to the Terms of Service. You may review the current version of the Terms of Service at <http://www.BrantTheMedium.com/inquiries.html>

Brant – The Evidential Medium reserves the right to update and change the Terms of Service by posting updates and changes to the website. You are advised to check the Terms of Service from time to time for any updates or changes that may impact you. You must read, agree with and accept all of the terms and conditions contained in this Terms of Service agreement and Brant - The Evidential Medium's Privacy Policy before you accept consultation services.

1. Registration Terms

1. You must be 18 years or older or at least the age of majority in the jurisdiction where you reside or from which you use these Services. Anyone under the age of 18 must be accompanied by either a Parent or Guardian or have written, verified consent.
2. To request consultation services, and use of the Services, you must register by providing your full legal name, phone number, a valid email address, and any other information indicated as required. Brant - The Evidential Medium may reject your request for services, or cancel an existing request, for any reason, in our sole discretion.
3. You acknowledge that Brant - The Evidential Medium will use either the telephone number or email address you provide as the primary method for communication.
4. You are responsible for keeping your PayPal, Square or any other payment method password secure. Brant - The Evidential Medium cannot and will not be liable for any loss or damage from your failure to maintain the security of your Account and password.
5. You are responsible for all activity and content such as data, graphics, content, information and links that is uploaded during registration. You must not transmit any worms or viruses or any code of a destructive nature.
6. A breach or violation of any term in the Terms of Service as determined in the sole discretion of Brant – The Evidential Medium will result in an immediate termination of your services or consultation.

2. Registration Confirmation

1. Subject to section 2.2, the person signing up for the Service will be the contracting party ("Account Owner") for the purposes of our Terms of Service and will be the person who is authorized to use any corresponding account we may provide to the Account Owner in connection with the Service.
2. If you are signing up for the Service on behalf of your employer, your employer shall be the Account Owner. If you are signing up for the Service on behalf of your employer, then you represent and warrant that you have the authority to bind your employer to our Terms of Service.
3. Upon completion of sign up for the Service, Brant - The Evidential Medium will require a deposit via PayPal or Square Checkout, referencing use of your email address.
4. You acknowledge that PayPal / Square and/or Payments will be your default payments gateway(s) and that it is your sole responsibility as the Account Owner to activate and maintain these accounts. If you do not wish to keep either of the payment accounts active, it is your responsibility to deactivate them.

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3. General Conditions

You must read, agree with and accept all of the terms and conditions contained in these Terms of Service and the Privacy Policy before having consultation or entertainment services by Brant - The Evidential Medium.

1. The Terms of Service shall be governed by and interpreted in accordance with the laws of the State of Massachusetts and the laws of the United States applicable therein, without regard to principles of conflicts of laws. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of Massachusetts with respect to any dispute or claim arising out of or in connection with the Terms of Service.
2. You acknowledge and agree that Brant - The Evidential Medium may amend these Terms of Service at any time by posting the relevant amended and restated Terms of Service on Brant - The Evidential Medium's website, available at <http://www.BrantTheMedium.com/inquiries.html> and such amendments to the Terms of Service are effective as of the date of posting. Your continued use of the Services after the amended Terms of Service are posted to Brant - The Evidential Medium's website constitutes your agreement to, and acceptance of, the amended Terms of Service. If you do not agree to any changes to the Terms of Service, do not continue to use the Service.
3. You may not use Brant - The Evidential Medium's services for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws) as well as the laws of the United States and the State of Massachusetts.
4. You shall not purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use Brant - The Evidential Medium or Brant The Medium trademarks and/or variations and misspellings thereof.
5. Questions about the Terms of Service should be sent to Policy@BrantTheMedium.com.
6. You understand that your contact information (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit Card information is always encrypted during transfer over networks.
7. You acknowledge and agree that your use of the Service, including information transmitted to or stored by the hosting provider, is governed by its privacy policy at <http://www.BrantTheMedium.com/inquiries.html>
8. The parties have required that the Terms of Service and all documents relating thereto be drawn up in English.

4. Brant - The Evidential Medium Rights

1. We reserve the right to modify or terminate the Service for any reason, without notice at any time.
2. We reserve the right to refuse service to anyone for any reason at any time.
3. We may, but have no obligation to, remove Registration Accounts containing content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
4. Verbal or written abuse of any kind (including threats of abuse or retribution) of any Brant - The Evidential Medium customer, employee, member, or officer will result in immediate Registration termination and possible law enforcement involvement.



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5. You further acknowledge and agree that Brant - The Evidential Medium and contractors may also be exposed to your personal information, although they may not use your confidential information outside of your registration and confirmation for services in doing so.
6. In the event of a dispute regarding registration of services, we reserve the right to request documentation to determine or confirm registration. Documentation may include, but is not limited to, a scanned copy of your registration confirmation, government issued photo ID, the last four digits of the credit card on file, etc.
7. Brant - The Evidential Medium retains the right to determine, and in our sole judgment, reserves the right to temporarily disable a registration account until resolution has been determined between the disputing parties.

5. Limitation of Liability

1. You expressly understand and agree that Brant - The Evidential Medium shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from the use of services, information provided or inability of projections from use of the consultation and entertainment service.
2. In no event shall Brant - The Evidential Medium nor our contractors or subcontractors be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our website, our services or these Terms of Service (however arising including negligence). You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, Brant - The Evidential Medium partners, contractors, vendors and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service or the documents it incorporates by reference, or your violation of any law or the rights of a third party.
3. Your use of the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis without any warranty or condition, express, implied or statutory.
4. Brant - The Evidential Medium does not warrant that any Service offered will be uninterrupted, timely, secure, or error-free.
5. Brant - The Evidential Medium does not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.
6. Brant - The Evidential Medium does not warrant that the quality of services, information, obtained by you through the Service will meet your expectations, or that any errors in the Service will be corrected.

6. Waiver and Complete Agreement

The failure of Brant - The Evidential Medium to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Brant - The Evidential Medium and governs your use of the Service, superseding any prior agreements between you and Brant - The Evidential Medium (including, but not limited to, any prior versions of the Terms of Service).

7. Intellectual Property and Customer Content

1. We do not claim any intellectual property rights over the information provided from service or that you provide to Brant -The Evidential Medium's services. All information you upload remains yours.
2. By uploading a Testimonial, you agree: (a) to allow other internet users to view your experience; (b) to allow Brant - The Evidential Medium to display your testimonial and review; and (c) that Brant - The Evidential Medium can,

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at anytime, review all the Testimonial Content submitted by you to its Service. By submitting a written Testimonial, you agree that your testimonial is allowed to be made public, you agree to allow others to view your Testimonial and experience. You are responsible for compliance of your testimonial with any applicable laws or regulations.

3. We will not disclose your confidential information to third parties, except as required in the course of providing our services or under requirement by law enforcement officials for any investigation. Confidential information includes any materials or information provided by you to us which is not publicly known. Confidential information does not include information that: (a) was in the public domain at the time we received it; (b) comes into the public domain after we received it through no fault of ours; (c) we received from someone other than you without breach of our or their confidentiality obligations; or (d) we are required by law to disclose.
4. Brant - The Evidential Medium shall have the non-exclusive right and license to use the names, pictures, trademarks, service marks and logos associated with your experience or business to promote the Service with verbal or written agreement and consensus from both parties.

8. Brant - The Evidential Medium Experts

1. Brant - The Evidential Medium is an entertainment service for assisting clients with universal guidance. Brant - The Evidential Medium does not employ certified or professional Mental, Financial or Professional Health Experts and is in no way affiliated with Licensed or Certified Medical Physicians, Doctors, Therapists or Financial Accountants or CPA firms.
2. Readings provided are for guidance only and are only an interpretation of the energy, spirit and messages received at that point in time for one of many possible outcomes. The information provided and the actions that you the client take is your decision and of your own free will. Any actions and/or results from those actions are your choice and ultimate responsibility. Any session, whether psychic, intuitive, mediumship or tarot does NOT represent business, medical, financial, and psychological or relationship contracted licensed services. Consultation services are not a substitute for relevant licensed professional services and it is advised that you should seek advice from a qualified expert.
3. Brant - The Evidential Medium does not provide payment of any Professional experts within the Resource Links of BrantTheMedium.com and takes no responsibility for any work performed by licensed or unlicensed professional experts or failure of referrals to fulfill a work order or service requests. Links to websites of Resource Services, announcements about services or offers, and responses to email inquiries regarding Resource Services, are provided solely for informational purposes at the discretion of Brant - The Evidential Medium and shall not be construed or imply permission, or an affiliation, position regarding any issue in controversy, authentication, appraisal, sponsorship, nor a recommendation or endorsement of any website, product, service, activity, business, organization, or person, and any offers, products, services, statements, opinions, content or information on any linked third-party website.
4. Under no circumstances shall Brant - The Evidential Medium be liable for any direct, indirect, incidental, special, consequential, exemplary or other damages whatsoever, including, without limitation, any direct, indirect, incidental, special, consequential, exemplary or other damages that result from any contractual relationship between you and any Resource on the Resource Links on BrantTheMedium.com. These limitations shall apply even if Brant - The Evidential Medium has been advised of the possibility of such damages. The foregoing limitations shall apply to the fullest extent permitted by law.

9. Payment for Services and Deposit

1. A valid PayPal or Square account or credit card is required for processing Deposit service orders using a live payment gateway.



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2. Deposit is required in order to secure your scheduled consultation. After consultation services have been rendered, payment is required in full with any deposit applied to the total.
3. All fees are exclusive of applicable federal, provincial, state, local or other governmental sales, goods and services, harmonized or other taxes, fees or charges now in force or enacted in the future ("Taxes").
4. If you are a resident of Massachusetts and/or the United States or International, you are responsible for all applicable Taxes, Fees and VAT Fees that may arise from or as a result of your subscription to or purchase of Brant - The Evidential Medium's services. These Taxes are based on the rates applicable to the United States Federal and State Law, and/or your country of residency or origin, and may be sent to the billing address you provide to us. Such amounts are in addition to fees for such services and will be billed to the credit card, PayPal or Square account you use to pay for the services. If you are exempt from payment of such Taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive such a certificate.
5. If you are resident in the U.S., Taxes may apply to your subscription to or purchase of some or all of Brant - The Evidential Medium's services, including without limitation, your subscription to or purchase of Brant - The Evidential Medium and any Third Party Online Services, Events, Tickets or Public Gallery showings. ("Taxable Offerings"). Any applicable Taxes are based on the rates applicable to the billing address you provide to us, and will be calculated at the time of purchase of the applicable Taxable Offerings. Such amounts are in addition to fees for the Taxable Offerings and will be billed to the credit card, PayPal or Square account you use to pay for the Taxable Offerings. If you are exempt from payment of such Taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive such a certificate.

10. Cancellation and Rescheduling of Appointment

1. Cancellation or Rescheduling of your session will be allowed if notification is received at least 24 hours in advance of the session or event. Rescheduling of your consultation appointment will be allowed at no additional charge to you providing your cancellation notification is within the 24 hours of your scheduled appointment. Any rescheduling of your consultation with less than 24 hours will result in a \$10.00 rescheduling fee. Any cancellations without rescheduling will be subject to the Refund Policy. In the case of a hosted event, the Terms and Conditions of the hosted locale will apply.
2. If at the date of termination of the Service, there are any outstanding fees owed by you, you are responsible for providing payment in full.
3. We reserve the right to modify or terminate any of Brant - The Evidential Medium's Service, your session, for any reason, without notice at any time.
4. Fraud: Without limiting any other remedies, Brant - The Evidential Medium may suspend or terminate your scheduled appointment if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with registration of any service or event.

11. Refunds of Deposits or Payments

Brant-The Evidential Medium's intent is to provide a service of emotional value. If you should miss your original scheduled appointment time, no refund of deposit will be issued. In addition, no refund of deposit will be issued should you choose not to reschedule your appointment should your notification be received less than 24 hours prior to your scheduled appointment. Refund of deposit will be issued in the same format that deposit was initially made should you provide notification prior to 24 hours of scheduled consultation. Notification and contact will either be accepted by a telephone call with direct contact with Brant – The Evidential Medium, leaving a Voice Mail on the answering system, replying to an

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email reminder or scheduling confirmation, or through the Contact page and form through the website. In the case of a hosted event, the Terms and Conditions of the hosted locale will apply. For any House Parties, Acceptance of Terms and Conditions is required. Any disregard or infringement of the agreed upon Terms and Conditions will result in forfeit of services and deposit.

12. Modifications to the Service and Prices

1. Prices for the Services are subject to change without notice from Brant - The Evidential Medium. Deposits made for a session at an existing price will be honored for the original scheduled appointment. Any rescheduled appointment due to cancellation or rescheduling will be subjected to the new or current listing of prices for each relevant service. Such notice may be provided at any time by posting the changes to the Brant - The Evidential Medium website (www.BrantTheMedium.com) or on the Facebook Page #BrantTheMedium.
2. Brant - The Evidential Medium reserves the right at any time, and from time to time, to modify or discontinue, any Service in part or in its entirety with or without notice.
3. Brant - The Evidential Medium shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

13. Third Party Services

1. In addition to these Terms of Service, you also agree to be bound by the additional service-specific terms applicable to services you purchase from, or that are provided by, Brant - The Evidential Medium's partners or other third parties.
2. Brant - The Evidential Medium may from time to time recommend other services or website links (collectively, "Third Party Services") for your consideration or use, including via Facebook, Best Psychic Directory, Yelp, Google and Angie's List. Such Third Party Services are made available only as a convenience, and your purchase, access or use of any such Third Party Services is solely between you and the applicable third party services provider ("Third Party Provider"). Any use by you of Third Party Services offered through the Services or Brant - The Evidential Medium's website is entirely at your own risk and discretion, and it is your responsibility to read the terms and conditions and/or privacy policies applicable to such Third Party Services before using them.
3. We do not provide any warranties with respect to Third Party Services. You acknowledge that Brant - The Evidential Medium has no control over Third Party Services, and shall not be responsible or liable to anyone for such Third Party Services. The availability of Third Party Services on Brant - The Evidential Medium's websites, including the integration or enabling of such Third Party Services with the Services does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by or with Brant - The Evidential Medium. Brant - The Evidential Medium strongly recommends that you seek a specialist or certified professional for advice before using or relying on Third Party Services, to ensure they will meet your needs. In particular, tax calculators should be used for reference only and not as a substitute for independent tax advice when assessing the correct tax rates you should charge to your customers.
4. If you install or enable a Third Party Service for use with the Services, you grant us permission to allow the applicable Third Party Provider to access your data and to take any other actions as required for the interoperation of the Third Party Service with the Services, and any exchange of data or other interaction between you and the Third Party Provider is solely between you and such Third Party Provider. Brant - The Evidential Medium is not responsible for any disclosure, modification or deletion of your data or information, or for any corresponding losses or damages you may suffer, as a result of access by a Third Party Service or a Third Party Provider to your data or content.

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5. Under no circumstances shall Brant - The Evidential Medium be liable for any direct, indirect, incidental, special, consequential, punitive, extraordinary, exemplary or other damages whatsoever that result from any Third Party Services or your contractual relationship with any Third Party Provider, including any Professional or Expert. These limitations shall apply even if Brant - The Evidential Medium has been advised of the possibility of such damages. The foregoing limitations shall apply to the fullest extent permitted by applicable law.

14. Disclaimer

As an Intuitive Medium, Brant does his best to connect with the universe and with spirit to bring you messages from the other side of the Spirit world. Mediumship and Psychic Intuitive Readings are an inaccurate art, and Brant will attempt to provide you with as much accuracy as possible. Brant cannot connect with celebrities that have passed on unless you have had a relationship experience with them in your life. In the event that Brant is unable to connect with Spirit or the Universe, Brant reserves the right to either reschedule your session or shorten at a reduced rate. Readings and Consultation services are for entertainment purposes and are not a substitute for licensed professional services.

15. Governance

These Terms shall be governed and construed in accordance with the laws of Massachusetts, United States, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service. For questions with regards to this policy, questions can be submitted to Policy@BrantTheMedium.com

Brant - The Evidential Medium

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