

TERMS OF SERVICE

BY VISITING OBSIDIANHAUS.STUDIO, YOU ARE CONSENTING TO OUR TERMS OF SERVICE.

By using obsidianhaus.studio, referred to as the “Site,” all visitors, referred to as “user,” “you,” and “your” are bound by these Terms of Service. Obsidian Haus, owned by Stacy Corneau, is referred to as the “the studio,” “we”, and “ours.” By using this Site, you indicate that you have read and understand these Terms of Service and agree to abide by them at all times.

Site Use

To access or use the Site, you must be 18 years or older and have the requisite power and authority to enter into these Terms of Service.

In order to use the Site, you may be required to provide information about yourself including your name, email address, and other personal information. You agree that any registration information you give to the studio will always be accurate, correct and up to date. You must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorized purpose. You must not, in the use of the Site, violate any laws in your Jurisdiction.

You may use the Site for lawful purposes only. You shall not post or transmit through the Site any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

Intellectual Property

All content published and made available on our Site is the property of Stacy Corneau and the studio. This includes, but is not limited to images, text, logos, documents, downloadable files, trademarks, copyrights, proprietary information, and anything that contributes to the composition of our Site.

You may view, print, and / or download materials from the Site for personal and / or non-commercial use. You may not modify, publish, transmit, participate in the transfer or sale of, creative derivative works from, distribute, display, reproduce or in any way exploit in any format whatsoever any of the Site, Studio’s or Stacy Corneau’s intellectual property, in whole or in part. We reserve the right to immediately remove you from the Site, without refund, if you are caught violating this intellectual property policy.

Work Product Disclosure

It is understood that 'Designed by Obsidian Haus' is to remain on the site for its existence to give credit to the Studio and / or Stacy Corneau. It is to remain hyperlinked to obsidianhaus.studio and should not and cannot be removed unless approved via written consent by Stacy Corneau.

Work Product and Proprietary Information

It is understood and agreed that all deliverables produced by Studio become the property of the Client once "Client" pays all compensation due within their contract in full, including the entire website created in Showit. In the event that any deliverable is a work embodying intellectual property rights, including, but not limited to, copyright rights and other proprietary rights, the Company hereby assigns to Client all rights, titles, and interests therein.

Studio retains the ability to use the deliverables produced within this Terms of Service for marketing, promotional, social media, and/or educational purposes. Client agrees that Studio is able to use the site, after and while it's being worked on in any marketing materials they so choose.

Client hereby authorizes, releases, and consents to the Studio for any use of Client's name, likeness, image, voice, and written word for promotional or advertising purposes.

Any design designed by the Studio cannot be re-sold or redistributed in any way to a third party unless as an affiliate marketing partner of the Company.

Independent Contractor Status

It is expressly agreed and understood that the Studio and / or Stacy Corneau is performing services under this Terms of Service as an Independent Contractor of the Client and that Studio is neither an employee nor an agent of the Client. The Studio will have sole control over the detailed method of performance of the services, and the facilities and resources needed to perform the services. Studio and / or Stacy Corneau will have no authority to act, to make any representation, to enter into any contract or commitment, or to incur liability on behalf of the Client.

Non Exclusivity

The Parties hereby acknowledge and agree that this Terms of Service is non-exclusive. The client may contract with third parties who perform the same or similar services as those performed by Studio and Studio may contract with and perform services for as many additional third parties as Company sees fit, without any restriction or limitation.

Online Commerce

Certain sections of the Site or its Content may allow you to make purchases from us or from other merchants. If you make a purchase from us on or through our Site or its Content, all information obtained during your purchase or transaction and all of the information that you give as part of the transaction, such as your name, address, method of payment, credit card number, and billing information, may be collected by both us, the merchant, and our payment processing company.

Your participation, correspondence or business dealings with any affiliate, individual or company found on or through our Website, all purchase terms, conditions, representations or warranties associated with payment, refunds, and/or delivery related to your purchase, are solely between you and the merchant. You agree that we shall not be responsible or liable for any loss, damage, refunds, or other matters of any sort that incurred as the result of such dealings with a merchant.

For services, you may choose between a single payment (due immediately and paid in full) or monthly payments. If you select the payment plan, you must pay the initial payment immediately and then your selected payment method will be automatically charged for the agreed upon month(s) until paid in full. If you opt for monthly payments, you will remain responsible for those payments. You may not cancel or avoid these payments. In the event that any payment is not made, the Studio shall immediately suspend your access to the Services until payment is made.

Client understands and agrees that Client is financially responsible for all payments, whether paid in full or in a payment plan. If the remaining portion of the payment plan has not been paid after 10 days upon receipt of invoice and / or payment notification, the remaining balance + 30% will be sent to a collections agency of our choosing.

All of the personal information that the Client provides as part of the payment process may be collected by both the Studio and Studio's third-party payment processing providers. This includes, but is not limited to, name, email address, billing information, and credit card number.

Our third-party payment processing providers may have privacy policies and terms and conditions that differ from ours. The company has no liability or responsibility for the independent policies of the Company's third-party payment processing providers. The client is encouraged to read the independent policies on third-party payment processing providers' websites. You release us, our payment processing company, and merchants from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase through or use of our Website or its Content.

Due to the nature of the services and the services provided by the Studio, there are no refunds, for any service provided by the Studio.

If You elect for the payment plan, You hereby authorize the Company to charge your credit card or debit card automatically.

Purchase and Refund Policy

By clicking “Buy Now,” “Purchase,” or any other phrase on the purchase button, or entering your credit card information, or otherwise enrolling, electronically, verbally, or otherwise, you (“User”) agree to be provided with products, programs, or services by the studio unless a separate Terms of Purchase Agreement is provided at purchase. No refunds will be given for any products purchased online.

We do not tolerate or accept any type of chargeback from the Client’s credit card company. If the said client needs to terminate this agreement prior to the completion of services, the client releases all money already paid in order to secure the day on the Company’s schedule. For this, there are no refunds whatsoever.

Limitation of Liability

You agree that under no circumstance shall Stacy Corneau and / or the Studio be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site or service.

Indemnity

You shall indemnify and hold harmless from and against all actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms of Service.

Applicable Law

These Terms of Service are governed by the laws of the Province of Ontario within Canada, regardless of the conflict of laws principles thereof.

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 of Service. All other provisions will not be affected by the removal and the rest of these Terms of Service will still be considered valid.

Changes

By using the Site, you agree to these Terms of Service, without modification, and acknowledge reading them. We reserve the right to change these Terms of Service or to

impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms of Service on this Site. By continuing to use the Site after we post any such changes means you accept the new Terms of Service with the modifications.

If you have any questions or concerns regarding these Terms of Service, please email stacy@obsidianhaus.studio.

Updated: 03/09/2026