Wyrding Way Code of Ethical Conduct for Divination Professionals and Reiki Practitioners

Article One | Professionalism

Adherence to Applicable Laws. A divination professional will take the initiative to be knowledgeable of all applicable laws including but not limited to fortune telling statutes and local municipal codes that may cover their business or the practice of tarot or other divination methods.

Scope of Profession. The divination professional applies their skill in a way that falls outside the scope of occult sciences and is not reading any modality in a manner that claims or purports to tell fortunes, or with the ability to foretell with any certainty future events, or disclose in unequivocal terms the mental faculties of any persons.

Role of the Divination Professional. The divination professional provides a client with spiritual guidance and serves to empower the client toward making more spiritually empowered decisions for him or herself within the framework of the client's own personal spiritual beliefs or practices.

Limitations. A divination professional or reiki practitioner shall never claim the ability to cure another of ailments outside the lawful practice of medicine or provide financial benefits outside the lawful practice of financial analysis and management. The divination professional shall never purport to offer legal, medical, or financial advice. Unless the divination professional or reiki practitioner also possesses the applicable educational background, licensures, certifications, and/or qualifications to be a psychologist, therapist, counselor, or other mental health professional, he or she shall not purport to be one. Provision by the reiki practitioner of distance reiki services does not establish duty of care as a healthcare professional.

Referrals to Qualified Professionals. A divination professional owes a reasonable duty of care to his or her client and if an inquiry touches upon legal matters, even by a tangential connection or in passing, the divination professional will refer the client to seek the counsel of a licensed attorney. If an inquiry touches upon health or medical matters, even by a tangential connection or in passing, the divination professional will refer the client to seek diagnosis by a licensed medical doctor. If an inquiry touches upon financial or real property matters, even by a tangential connection or in passing, the divination professional will refer the client to seek advice from a qualified financial consultant, analyst, or real estate professional.

Duty to Reject Subsequent Reading Requests. If at any time a divination professional believes or has reason to believe that a client is using divination readings to substitute, and not merely supplement, counseling from a qualified mental health professional, then he or she has a duty to reject subsequent reading requests from the client and to refer the client to seek qualified mental professional support. However, divination readings may be used as a supplement to qualified counseling or serve the function of life coaching or general spiritual guidance.

No Dishonesty, Fraud, Deceit, or Misrepresentations. A divination professional shall not use or present divination in a way that purports definitive and absolute knowledge of the future or of matters that are otherwise hidden or occult. The divination professional shall not represent him or herself as matter-of-factly having communication, access to, or knowledge of any supernatural phenomena. The divination professional shall never guarantee any one outcome, positive or negative. A divination professional shall never engage in deceptive business or unfair trade practices. A divination professional shall make no misrepresentations about his or her competency, certifications, qualifications, or abilities.

Article Two | Communications

The Reading Process. A divination professional is encouraged to make reasonable efforts to communicate his or her reading or interpretive process and analytical or intuitive methods, traditions, or the interpretive framework utilized. A divination professional will refrain from communicating to a client about curses or the manifestation of malicious intentions through supernatural or occult means.

Disclosures. A divination professional shall make reasonable efforts to disclose to all clients that divination readings cannot replace the counseling services of a mental health professional, and that a divination professional can never guarantee his or her accuracy in the interpretation of a reading. Also, in the event that divination practice would be explicitly barred by a jurisdiction's applicable laws, then the divination professional must communicate to the client in clear, unambiguous terms that such readings are to be for entertainment purposes. *See also* Article Five, Disclosures.

No Duty to Retain Records. A divination or Reiki professional does not owe a client any duty to retain the client's reading records. A divination professional may, at the discretion of his or her customary practice, retain records or files on client readings. The Wyrding Way does not explicitly retain records or files on client readings, beyond confidential, unlisted readings posted to YouTube. The Wyrding Way has the right to delete any readings delivered to a client via website link to TheWyrdingWay.com after 365 days.

Records Retention. If a divination professional does elect to retain client records, then he or she must develop and maintain appropriate record-keeping systems for storing his or her clients' personal information in a manner that will reasonably preserve the clients' confidentiality and privacy. Again, The Wyrding Way does not explicitly retain records or files on client readings, beyond confidential, unlisted readings posted to YouTube.

Article Three | Fees

Statement of Fees. A divination professional shall state his or her service fees before the start of a reading and cannot later raise or increase the stated fee unless prior contractual terms allow for the increase. The divination professional must clearly communicate his or her fee schedule and payment terms prior to the commencement of any reading. All fees for services are clearly listed per service at TheWyrdingWay.com.

No Pressure for Additional Services. A divination professional shall never pressure, compel, or even imply to clients that additional paid services from him or her are needed after the reading. A divination professional shall never purport to possess the power to manipulate the outcome of events through supernatural or occult means.

Referral Fees. If a divination professional makes a referral, then he or she must disclose whether any referral fees have been paid as compensation or consideration for the referral.

Article Four | Confidentiality

Duty of Confidentiality. Although there is not likely to be a legal evidentiary privilege between a divination professional and client, a divination professional nonetheless agrees on his or her own accord to be bound by a duty of confidentiality. A divination professional shall not reveal personal or private information relating to a client reading unless that client has given informed consent.

Reasonable Diligence to Protect Confidentiality. The divination or Reiki professional shall exercise reasonable efforts to prevent the inadvertent or unauthorized disclosure of or access to information relating to his or her clients, which includes password protection to any electronic accounts, computers, or data storage units that would include client files and lock and key to any physical storage units containing hard copy files.

Exceptions. However, divination professionals may reveal personal or otherwise private information relating to a client reading if the divination professional reasonably believes it is necessary to prevent substantial bodily harm or death, or a court order overrides the confidentiality. Partial information from a divination reading may be disclosed under the client's anonymity for academic, civic, census, survey, or research purposes.

Article Five | Disclosures

General Practice Disclosures. A divination professional shall post a disclosure statement prominently at office locations, storefronts, on websites, reading venues, or commercial marketing materials that states essentially as follows:

Disclosure Statement: A divination professional cannot predict the future with certainty and you should not rely on a divination reading to make any decision that would affect your legal, financial, or medical condition. If your inquiry involves the law, finance, or medicine, then you should seek the advice of a licensed or qualified legal, financial, or medical professional. Also, divination reading cannot replace qualified mental health care. A divination reading can only facilitate how you cope spiritually with a given situation. In certain jurisdictions, a divination professional is required to disclose to you that divination readings should be for entertainment purposes only, and if such a law applies to your reading, then you are hereby on notice thereof. Your divination professional is bound by a self-imposed code of ethics, which can be provided to you upon request.

Certification Disclosures. A divination or Reiki professional is not required to be certified. However, if he or she obtains a certification related to divination practice, the divination professional will disclose the certifying body or organization that issued the certification.

Terms of Service

Payment Terms. For all services, the full fee is due at the time your request is made, prior to the service being performed. Payment must be received by The Wyrding Way before the commencement of your service. Due to the difficulty with debt collection, all payments for online services must be tendered in advance.

Payment Methods. For all online readings and services, The Wyrding Way accepts credit cards or PayPal. All payment transfers are done through the third party platform PayPal, so please be familiar with the privacy policy and terms of use for these third party platforms. The Wyrding Way is not liable for any mishandling by these third party platforms. The Wyrding Way does not accept checks or money orders. If your credit card is declined or payment is not properly transferred due to deficiencies on your end, then The Wyrding Way will be entitled to the balance owed plus a 25% interest as additional charge for the deficiency.

Refund Policy. Divination readings and Reiki provided by The Wyrding Way constitute a professional service and due to the nature of the service and labor involved, all are non-refundable. However, if no reading or Reiki was performed or your divination professional has cancelled the reading or Reiki service prior to its commencement, then of course, your fee will be refunded to you in full. The Wyrding Way exercises great reasonable care and diligence in performing each and every divination reading and Reiki service. If you are dissatisfied with your reading or Reiki service, please contact your divination or Reiki professional to see if an agreeable se lement may be worked out.

Statement of Divination and Reiki Ethics. A statement of ethics is provided at www.TheWyrdingWay.com, which covers the ethical policy of The Wyrding Way, hereby integrated and incorporated into this Terms of Service.

Disclosure of Limitations. A divination reading should never be used in place of professional counseling. Your reading cannot offer legal, medical, business, or financial advice nor does any portion of your reading from The Wyrding Way purport to do so. You should not rely on a divination reading to make any decision that would affect your legal, financial, or medical condition. If your inquiry involves the law, finance, or medicine, then you should seek the advice of a licensed or qualified legal, financial, or medical professional. Also, a divination reading cannot replace qualified mental health care. A divination reading can only facilitate how you cope spiritually with a given situation.

Video Reading Recordings. All online divination readings purchased from The Wyrding Way are recorded and uploaded as unlisted videos to YouTube. These videos are then linked to a private page URL on www.TheWyrdingWay.com. This private link is then sent via email to the client purchasing the service. No one without that private URL link may access this reading thus ensuring the client's privacy. All URL links will be available for a period of at least 365 days from the date of creation.

Confidentiality of Divination Readings. The Wyrding Way exercises reasonable diligence in maintaining the confidentiality of your divination reading and will not voluntarily, knowingly, intentionally, or willfully disclose your identity or the contents of your divination reading to third parties. However, if The Wyrding Way genuinely believes disclosure is required to: (1) prevent imminent harm or risk of harm to yourself or to another, (2) meet any applicable law, regulation, legal process, or governmental request, or (3) protect or defend The Wyrding Way against claims or threats of claims, then The Wyrding Way reserves the right to do so to the extent reasonably necessary. Please keep in mind that no legally recognized privilege exists between a divination professional and client the way a privilege might exist between an attorney and client, doctor and patient, husband and wife, or priest and penitent.

Fortune Telling Laws. Pursuant to applicable laws of certain jurisdictions, a person can be guilty of fortune telling when, for a fee or compensation, that person claims or pretends to tell fortunes, or holds himself, herself, or themselves out as being able, by claimed or pretended use of occult powers, to answer questions or give advice on personal matters or to exorcise, influence, or affect evil spirits or curses, unless otherwise done so explicitly for entertainment purposes only. Any and all readings provided by The Wyrding Way neither claims nor pretends to tell fortunes and neither claims nor pretends to use occult powers in ways that would run against such laws. In certain jurisdictions, a divination professional is required to disclose to you that divination readings should be for entertainment purposes only, and if such a law applies to your reading, then you are hereby on notice thereof.

BY CONTACTING The Wyrding Way FOR A READING, YOU ARE IN EFFECT ACKNOWLEDGING AND AGREEING TO THE FOREGOING TERMS OF SERVICE.

Privacy Policy

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Warranties Disclaimer. No warranties are made with regard to the security of this website or any communications sent electronically to The Wyrding Way.

Collected Information and Electronic Communications. When you send an e-mail communication, post a comment on this website, or request a tarot reading from The Wyrding Way, you're also sending personally-identifiable contact information, such as your name, e-mail address, date of birth, credit card information, etc. Please note that as a divination professional, The Wyrding Way may log, record, track, or save the information you provide through the course of professional record-keeping or other personal, non-commercial use. This website's author or proprietor may from time to time disclose your information to third parties that may solicit from you, offering goods or services that you might be interested in. The Wyrding Way reserves the right to use the information collected from you through your use of this website for any non-commercial, academic, educational, or other not-for-profit uses. The Wyrding Way may from time to time use the information you have provided to contact you about news or updates that The Wyrding Way thinks you may be interested in. Again, by their nature, electronic communications are not always secure. It is your personal responsibility to be mindful of what you transmit over the Internet to The Wyrding Way and The Wyrding Way is not responsible for third party abuse of what you transmit through this website or when you send electronic communications to The Wyrding Way.

Confidentiality of Information Submitted Electronically. While The Wyrding Way exercises reasonable efforts to maintain your confidentiality, electronic communications over the Internet are not always secure. The Wyrding Way has no control over what third parties might do with electronically transmitted personal information. Please be mindful of that when using this website or e-mailing The Wyrding Way. It is not The Wyrding Way's responsibility to guarantee or warrant the security or confidentiality of any information you transmit electronically. Any information you have shared with The Wyrding Way through your use of this website can be shared with organizations, individuals, affiliates, or others that The Wyrding Way genuinely believes is reasonably necessary to: (1) prevent imminent harm or risk of harm to yourself or to another, (2) meet any applicable law, regulation, legal process, or governmental request, or (3) investigate claims.

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This Terms of Use and Privacy Policy is subject to changes, which shall be updated to this page and noted below. By using and interacting on this website or sending electronic communications to The Wyrding Way, you are acknowledging and agreeing to all of the terms above.

Any questions or concerns related to the terms herein should be directed to the attention of The Wyrding Way at info@thewyrdingway.com

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