



## **TERMS AND CONDITIONS OF USE**

Terms and Conditions of Use for The Sitting Beauty Diaries Website

Last Updated: September 2021

**NOTICE:** These Terms and Conditions of Use are legally binding. It is Your responsibility to read these Terms and Conditions of Use carefully prior to purchase, use, or access of any of Our products, including online courses.

### **GENERAL PROVISIONS**

Kimberly Minto owns and operates (us, we, our) The Sitting Beauty Diaries ([thesittingbeautydiaries.com](http://thesittingbeautydiaries.com)) Please read these Terms and Conditions (“Terms”) carefully before using this Website. Your access and use of this website is conditioned on your acceptance of and compliance to these Terms. These Terms apply to all visitors, users and others who access the website. By visiting this website, you engage in our service and accept and agree to be bound by these Terms. If you disagree with any part of the Terms, then you may not access the website.

We are the owners of all information contained on this website. We are the owners of any and all copyrights, trademarks, design rights and other intellectual property rights (registered and unregistered) related to the content and work product on this website.

You must be at least sixteen years of age to use Our website. Use of this website is at Your own risk. We host Our site on a reputable platform and take reasonable efforts to maintain and host the site. However, We make no explicit representations or warranties as to the safety of Your individual use of the website. The Terms and Conditions contained on this page are subject to change at any time.

## **INTELLECTUAL PROPERTY NOTICE**

All images, text, designs, graphics, trademarks, and service marks are owned by and property of [Kimberly Minto], or the properly attributed party. It is a violation of federal law to use any of Our intellectual property in whole or in part, and modification of any materials contained on this site is illegal and may be prosecuted to the fullest extent permissible should We choose to do so, including asking for financial penalties (damages) and/or an injunction forcing You to stop using Our intellectual property immediately.

You may use Our intellectual property with clear and obvious credit back to Our site, as well as links back to the page where the materials, designs, images, text, quote, or post is located when it is appropriate to do so. However, You may never claim any of Our intellectual property as Your own or Your unique creation, even with attribution.

We reserve all rights and nothing in these Terms grants you a right or license to use any information provided on this website.

## **SECURITY AND ASSUMPTION OF RISK**

### **SECURITY**

It is Your responsibility to secure Your username and password from theft or any other means of unauthorized use that would violate these Terms and Conditions of Use. We do not store any whole credit card numbers or payment information, and instead, these are processed through third-party processors such as Stripe, Paypal. By utilizing these payment processors to gain access to the Offering, You indemnify Us and instead assume any and all risk or liability for the security of the payment details, and agree to be bound by the third-party payment processor's applicable terms and conditions of use.

### **CONFIDENTIALITY**

You have no right to confidentiality unless otherwise explicitly stated, such as in a subsequent client agreement, or otherwise implicitly agreed upon as mandated by law or fiduciary duty.

### **ASSUMPTION OF RISK**

By accessing Our Offering and/or related materials, whether paid or unpaid, You assume all the risk of Your access and any subsequent actions You choose to take as a result of the influence, information, or educational materials provided to You.

## **YOUR COMMUNICATIONS**

Any communications made through Our 'contact', blog, blog comments, newsletter sign up, or other related pages, or directly to Our phones or mailing or email addresses is not held privileged or confidential and is subject to viewing and distribution by third parties. We own any and all communications displayed on Our website, servers, comments, emails, or other media as allowed by United States law, and will not give credit or pay royalties for unsolicited user-generated content such as blog comments or emails. For more information on when and how We store and use Your communications or any data provided by You in those communications, please refer to Our Privacy Policy on The Sitting Beauty Diaries Website

We maintain a right to republish any submission in whole or in part as reasonably necessary in the course of Our business. You agree not to submit any content or communications that could be illegal or serve an unlawful purpose, including, but not limited to communications that are potentially libelous or maliciously false, obscene, abusive, negligent, or otherwise harmful or inappropriate.

### **DISCLAIMERS**

Our website and related materials are provided for educational and informational use only. You agree to indemnify and hold harmless Our website and company for any direct or indirect loss or conduct incurred as a result of Your use of Our website and any related communications, including as a result of any consequences incurred from technological failures such as a payment processor error(s) or system failure(s).

While We may reference certain results, outcomes or situations on this website, You understand and acknowledge that We make no guarantee as to the accuracy of third-party statements contained herein or the likelihood of success for You as a result of these statements or any other statements anywhere on this website. If You have medical, legal, or financial questions, You should consult a medical professional, lawyer, or CPA and/or CFP respectively. We expressly disclaim any and all responsibility for any actions or omissions You choose to make as a result of using this website, related materials, products, courses, or the materials contained herein.

This website is updated on a regular basis and while We try to make accurate statements in a timely and effective manner, We cannot guarantee that all materials and related media contained herein are entirely accurate, complete, or up to date. You expressly acknowledge and understand that any information or knowledge You gain as a result of using this website is used at Your own risk. If You should see any errors or omissions and would like to let Us know, please email Us at [sittingbeautydiaries@gmail.com](mailto:sittingbeautydiaries@gmail.com).

### **THIRD PARTY DISCLAIMER**

You acknowledge and agree that We are not liable for any defamatory, offensive, or illegal conduct of any other participant or user, including You.

## **WARRANTIES DISCLAIMER**

WE MAKE NO WARRANTIES AS TO OUR PROGRAMS, PRODUCTS, SERVICES, OR PROGRAM MATERIALS. YOU AGREE THAT PROGRAMS, PRODUCTS, SERVICES, OR PROGRAM MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE PROGRAMS, PRODUCTS, SERVICES, OR PROGRAM MATERIALS WILL BE FUNCTIONAL, UNINTERRUPTED, CORRECT, COMPLETE, APPROPRIATE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE WEBSITE, OR CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF OUR PROGRAM, PRODUCT, OR SERVICES MATERIALS, OR ON THIRD-PARTY WEBSITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, OR OTHERWISE.

## **INDEMNIFICATION, LIMITATION OF LIABILITY, AND RELEASE OF CLAIMS**

### **AFFILIATES**

This site may use affiliate links to sell certain products or services wherein we receive a small commission if you make a purchase using the link. However, all opinions are our own and we only endorse or link to products and services that we genuinely recommend. We disclaim any and all liability as a result of Your purchase through one of these links. We will use reasonable efforts to notify You when and where We have placed affiliate links in addition to this disclaimer located in these Terms and Conditions. You accept express liability for any and all consequences or benefits of clicking the affiliate links contained on this website or related communications.

### **TERMINATION**

If at any time We feel You have violated these Terms and Conditions, then We shall immediately terminate Your use of Our website and any related communications as We deem appropriate. It is within Our sole discretion to allow any user's access of Our website, and We may revoke this access at any time without notice, and if necessary, block Your IP address from further visits to Our site(s).

### **ENTIRE AGREEMENT**

Before You register with Our website or make any purchases therefrom, You will be asked to consent to Our Privacy Policy. If You have consented, or once You do consent, the terms of the Privacy Policy together with these Terms and Conditions, the information contained herein constitutes the entire agreement between site users and Our company relating to the use of this website.

## **LAW AND JURISDICTION**

These Terms and Conditions of Use and Privacy Policy are governed by and construed in accordance with United States law. Any dispute arising out of or related to the information contained herein is subject to adjudication in the state of New York, United States.

## **CONSENT**

By using Our website, You hereby consent to Our Terms and Conditions of Use and Privacy Policy.

If You require any more information or have any questions about Our Terms and Conditions of Use, or Our Privacy Policy, please feel free to contact Us by email at [sittingbeautydiaries@gmail.com](mailto:sittingbeautydiaries@gmail.com).

## **ALL RIGHTS RESERVED**

All rights not expressly granted in these Terms and Conditions of Use and Privacy Policy or any express written here, are reserved by Kimberly Minto.

## **SEVERABILITY**

If any part of these Terms and Conditions of Use and Privacy Policy is deemed unlawful and/or unenforceable, all other provisions contained herein will remain in full force and effect.

## **CONTACT INFORMATION**

Email: [sittingbeautydiaries@gmail.com](mailto:sittingbeautydiaries@gmail.com)