

Website T&C of Use

Last Updated on: November 17, 2020

By using this website as a user (“You”), You agree to the following Terms and Conditions of Use (the “T&C”). Please read them carefully before using this website.

General Provisions

This website is owned and operated by Katelyn Amber Miller, LLC, a Texas Limited Liability Company (hereafter “Our”, “We”, “Us”, or “Katelyn Amber Miller”). Our principal place of business is located in College Station, TX 77845.

Use of this website is at Your own risk. We host this 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 or Your individual use of the website.

Please note that our Privacy Policy is subject to these T&C. There are terms in the Privacy Policy that materially affect the way in which your personal information is stored, accessed and processed and as such you should read our Privacy Policy in addition to these T&C.

Change in T&C

Please read these T&C carefully. We will alert You to any changes to these T&C by changing the “last updated” date at the top of this agreement. Any changes become effective immediately upon publication on Our website, and You waive specific notice of any changes to the T&C by continuing to use and access Our site(s). We encourage You to review these T&C periodically, when You use Our website for any purpose or engage with us on social media. You are deemed to have accepted any changes to any revised T&C by Your continued use of Our website after the revised T&C are posted.

Conditions for Access

Our services are not targeted or intended to be used by people under the age of 13 and all children between the ages of 13 and 18 must have permission from their parent or guardian before accessing our online services, or purchasing products. You also must be authorized to use our services and enter into these T&C if you are acting on behalf of a company.

User Accounts

No account is needed to browse Our website. However, if you wish to purchase products or interact with Us via another third-party platform such as Facebook or Instagram, you will be required to provide personal information and, in some cases, create an account. We do not have any control over the information You provide to such third-parties and all information that We do receive is treated in accordance with Our Privacy Policy.

Digital Products

By purchasing any product from Katelyn Amber Miller on this website, you are granted one revocable, worldwide, non-exclusive license to the product(s) you have purchased. If you violate this license by giving or selling a copy of our product(s) to anyone, We reserve the right to invoice you for the licenses you have gifted to others, revoke your access to our products permanently and seek any other legal remedy under the law.

Digital Products Return Policy

Digital products such as photography prints which are downloadable are not eligible for return.

Discounts & Promotional Offers

While Katelyn Amber Miller may offer discounts or offers at various times, these discounts or offers may be terminated or amended at any time without explanation or warning. Sales, discounts, and offers will not be retroactively applied to past purchases. Discounts and offers are only considered applicable once a confirmation receipt has been received by the You from Katelyn Amber Miller.

Your Communications

Any communications made through Our 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 this page.

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.

Use of Our Blog

To make sure that Our Blog is enjoyable for everyone, We have established some ground rules to follow. We will not be liable for any content posted on Our Blog, but We may as an administrator delete posts or remove users that in our discretion, we find inappropriate.

Please Don't:

- a) Use the Blog to spam or send unsolicited commercial posts;
- b) Share, upload, copy, distribute, exploit or otherwise make available for commercial use any content that is not solely owned by you or that you have not secured the rights in;
- c) Upload or post any content that infringes or violates the rights of any third-party, including, without limitation, any intellectual property rights, rights of privacy, rights in contract, rights of publicity, or rights in confidential information;
- d) Upload or post content that is unlawful, abusive, unfairly critical, defamatory, pornographic or obscene; or
- e) Upload or post content that promotes or incites violence, terrorism, illegal acts, discrimination or hatred on the grounds of race, ethnicity, cultural identity, religious belief, disability, gender, identity or sexual orientation.

Disclaimers

Our website and related materials are provided for educational and informational use only. 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, and related materials contained herein.

Advertisements

We do not necessarily endorse or recommend any of the goods or services advertised on or through our websites. We do not necessarily endorse or recommend any affiliates using our services.

Affiliates

This site may use affiliate links to sell certain products or services. 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 T&C. 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 T&C, 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).

Intellectual Property Notice

All text, photographs, graphics and other materials on this site are subject to the copyrights and other intellectual property rights of Katelyn Amber Miller and are protected by United States Copyright Laws (USC Title 17). Website materials may not be copied for any reason, including your personal use, commercial use, or distribution, nor may these materials be modified or reposted to other sites, without the prior express written permission of Katelyn Amber Miller. We may prosecute You 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.

Copyright Policy

Katelyn Amber Miller respect's the intellectual property rights of others. It is our policy to respond to and investigate any claim that content used in connection with our services infringe on the copyright or other intellectual property rights of any person or entity. If you are a copyright owner or an authorized agent of a copyright owner, and you believe that content on our services infringes on another copyrighted work, please submit your claim via email to katelyn@katelynambermiller.com, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged infringement. In accordance with 17 U.S.C. 512(c)(3) of the Digital Millennium Copyright Act (DMCA), your claim must include:

- a) an electronic or physical signature of the copyright owner or the person authorized to act on behalf of the copyright owner;
- b) a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- c) identification of the URL or other specific location on our services where the material that you claim is infringing is located;
- d) your address, telephone number, and email address;
- e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized agent permitted to act on the copyright owner's behalf.

Please be aware that you may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims relating to content that you report as being allegedly infringing in nature.

Representations and Warranties

Katelyn Amber Miller's Representations and Warranties:

OUR SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." WE MAY USE REASONABLE EFFORTS TO CORRECT ERRORS AND OMISSIONS IN OUR SERVICES. HOWEVER, WE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY

AND FITNESS FOR A PARTICULAR PURPOSE, TO THE FULLEST EXTENT THAT THE LAW OF THE JURISDICTION PERMITS. WE DO NOT WARRANT THAT USE OF OUR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT DATA WILL NOT BE LOST. WE ARE NOT RESPONSIBLE FOR ENSURING THAT YOU COMPLY WITH ALL OF OUR T&C AND WILL NOT BE LIABLE FOR ANY ACTIONS THAT RESULT FROM YOUR NON-COMPLIANCE.

Your Representations and Warranties:

By using Our services, You represent and warrant that:

- a) You are free to enter into and comply with these T&C and are not under any disability, restriction or prohibition, contractual or otherwise, that prevents you from entering into these T&C;
- b) You will provide accurate and truthful information regarding your account and personal identification;
- c) You have read and agree to these T&C and our Privacy Policy and will not use our services for any fraudulent or inappropriate purpose or in a way that violates these T&C;
- d) You will not try to reverse engineer our site or software to circumvent access to our services;
- e) You will not circumvent or hack any technology used by Us to protect our Services and our users;
- f) You will not transmit any worms or viruses or any code of a destructive nature;
- g) You will not use any other person's information; and
- h) You will not copy or fraudulently reproduce our content or violate our intellectual property rights.

Limitation of Liability

IN NO EVENT WILL KATELYN AMBER MILLER BE LIABLE FOR YOUR FAILURE TO PROVIDE ACCURATE OR COMPLETE INFORMATION, YOUR FAILURE TO KEEP PERSONAL INFORMATION CONFIDENTIAL OR YOUR FAILURE TO COMPLY WITH ANY OTHER LAWS. WE WILL ALSO NOT BE LIABLE FOR ANY LOSS OF USE, LOSS OF DATA, CHANGES TO THE SERVICES OR PLATFORM, TEMPORARY OR PERMANENT SUSPENSION OF SERVICES, DAMAGE TO COMPUTER OR HARDWARE, SECURITY BREACHES, INTERRUPTION OF BUSINESS, LOST PROFITS, BREACH OF A THIRD-PARTY CONTRACT, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER RESULTING FROM AN ACTION UNDER CONTRACT, TORT, STRICT PRODUCT LIABILITY OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF KATELYN AMBER MILLER UNDER THESE T&C EXCEED THE AMOUNT (IF ANY) PAID BY YOU TO US FOR OUR SERVICES. IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY ABOVE, KATELYN AMBER MILLER'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE JURISDICTION. YOU ACKNOWLEDGE AND AGREE THAT SUCH LIMITATIONS AND EXCLUSIONS REFLECT A FAIR AND REASONABLE ALLOCATION OF RISK AND HAVE BEEN REACHED DUE TO FUNDAMENTAL BARGAINING BETWEEN YOU AND KATELYN AMBER MILLER.

Indemnification

You agree to indemnify and hold Katelyn Amber Miller harmless from any and all claims, losses, liability, damages, expenses, and costs (including attorney fees, mediation, arbitration, and court costs), resulting from any breach by you of these T&C, and any activity related to your use of our online services.

Privacy, Cookies & Data Protection

We care about your personal information, and all personal information that you provide to us is collected by us and used in accordance with our Privacy Policy. Our use of cookies and data protection systems are also explained in this policy.

International Users

Our services are controlled, operated and administered from our offices within the United States of America and are not intended to be subject to the laws or jurisdiction of any country outside of the United States of America. WE DO

NOT REPRESENT OR WARRANT THAT OUR SERVICES ARE APPROPRIATE, LEGAL OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION OTHER THAN THE UNITED STATES OF AMERICA. Those who choose to access Our online services outside of the United States of America do so on their own initiative and assume all risks associated with such access, including but not limited to any compliance with their particular jurisdictions' laws and regulations and any United States export controls. We reserve the right to limit our services, in whole or in part, to any geographic location or jurisdiction we choose.

Dispute Resolution

THIS SECTION OF OUR T&C SIGNIFICANTLY AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND YOUR RIGHT TO BE PART OF A CLASS ACTION. PLEASE ENSURE THAT YOU READ THIS SECTION CAREFULLY AND FULLY UNDERSTAND THIS SECTION BEFORE USING AND ACCESSING OUR SERVICES. THIS SECTION WILL SURVIVE TERMINATION OF THESE T&C AND THE TERMINATION OF ANY ACCOUNT ASSOCIATED WITH KATELYN AMBER MILLER.

a) Letting Us Know About Complaints

At Katelyn Amber Miller, we hope that we can work out any complaints or differences that we may have with you respectfully and calmly. If you have any concerns about the services that We have provided, please reach out to Us to let us know. If we cannot work out our differences together, then the following mandatory binding arbitration will apply to resolve the dispute.

b) Mandatory Binding Arbitration

If any controversy or claim arising out of, or relating to, these T&C, our services, our Privacy Policy or any other legal agreement entered into relating to Katelyn Amber Miller, cannot be amicably resolved, such controversy or claim will be determined by binding arbitration rather than in a court of law. Except that mandatory binding arbitration will not apply with respect to any claims relating to infringement or misuse of intellectual property or any legal dispute under USD 10,000.00 that would be more efficiently and cost-effectively resolved in a small claims court.

The binding arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (the "AAA") and administered by the AAA. Arbitration must be commenced by filing a demand for arbitration with the AAA within one (1) year after the claim occurs or within one (1) year of the party asserting the claim becoming reasonably aware of the act or omission giving rise to the claim. If applicable law prohibits a one-year statute of limitations for asserting claims, claims must be asserted within the shortest period of time permitted by the applicable law. Except for attorney fees, all other costs associated with the arbitration will be shared equally between the parties, except where the AAA Rules provide otherwise. If an arbitrator determines a claim against Katelyn Amber Miller to be frivolous or an opinion is found in our favor by the arbitrators, you agree to reimburse Us for all reasonable fees associated with the arbitration, including attorneys' fees and arbitration costs.

c) Class Action Waiver

You agree to waive any right to participate in a class or representative action or proceeding and warrant that any claims brought against Katelyn Amber Miller will be initiated only in your individual capacity. Any relief awarded by an arbitrator or otherwise will not affect other users of Katelyn Amber Miller's services.

Assignment

You are not entitled to assign these T&C or our Privacy Policy, in whole or in part, to another person, without the prior written consent of Katelyn Amber Miller. We reserve the right to assign these T&C and our Privacy Policy, in whole or in part, to any third party at any time without notice, including but not limited to any individual or entity

acquiring all or substantially all of the our business or assets. However, we will do our best let you know if there has been a substantial change in the ownership of Katelyn Amber Miller.

Survival of Terms Beyond Termination

All provisions here in that specifically state or logically ought to survive the termination of these T&C, or the termination of a user's account, will survive such termination, including but not limited to, payment obligations, intellectual property rights, warranties, indemnities, and limitation on liability clauses.

Entire Agreement

The information contained herein constitutes the entire agreement between site users and Our company relating to the use of this website.

Severability & Waiver

If any part of these T&C or Our Privacy Policy is deemed unlawful and/or unenforceable, all other provisions contained herein will remain in full force and effect. No waiver by Katelyn Amber Miller of any term or condition in herein or in our Privacy Policy will be deemed or construed to be a waiver of such term or condition in the future, or of any preceding or subsequent breach of the same, or any other term or condition of these T&C or any other agreement.

Law and Jurisdiction

These terms, conditions 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 Texas, the United States of America. All disputes are to be resolved in the jurisdiction of Brazos County, Texas.

Consent

By using this website, You hereby consent to these T&C of Use.

If You require any more information or have any questions about these T&C of website use, or the included Privacy Policy, please feel free to contact us by email at katelyn@katelynambermiller.com