

Website Terms of Use

TERMS AND CONDITIONS OF USE

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1. Agreement

This Term of Use agreement ("the "Agreement") specifies the Terms and Conditions for access to and use of Sacred Sister Birthkeeper (the "Site") and describe the terms and conditions applicable to your access of and use of the Site. This Agreement may be modified at any time by Sacred Sister Birthkeeper upon posting of the modified Agreement. Any such modifications shall be effective immediately. You can view the most recent version of these terms at any time at www.sacredsisterbirthkeeper.com.au . Each use by you shall constitute and be deemed your unconditional acceptance of this Agreement.

2. Privacy

Your visit to our site is also governed by our Privacy Policy. Please review our Privacy Policy at www.sacredsisterbirthkeeper.com.au .

3. Ownership

You acknowledge and agree that the services provided by this website ("Service") and any necessary software used in connection with any Service ("Software") contain proprietary and confidential information that is the property of Sacred Sister Birthkeeper and its licensors and is protected by applicable intellectual property and other laws. No rights or title of to any of the Software used in connection with any Service is provided, transferred or assigned to you. You further acknowledge and agree that content contained in advertisements or information presented to you through any Service or advertisers is protected by copyright, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by

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4. Intended Audience

This website is intended for adults only. This website is not intended for any children under the age of 13.

5. Trademarks

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6. Personal and Non-Commercial Use of Website.

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7. Compliance with Laws

You agree to comply with all applicable laws regarding your use of the website. You further agreed that information provided by you is truthful and accurate to the best of your knowledge.

8. Indemnification

You agree to indemnify and hold Sacred Sister Birthkeeper , its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") harmless from any breach of this Agreement by you. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of any content or information or service accessed from this Site.

9. Disclaimer

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10. Limitation of Liability

Sacred Sister Birthkeeper , ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, LOSS OF DATA, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF Sacred Sister Birthkeeper HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH DAMAGES WERE REASONABLY FORESEEABLE OR Sacred Sister Birthkeeper WAS GROSSLY NEGLIGENT. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF Sacred Sister Birthkeeper AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO Sacred Sister Birthkeeper FOR THE USE OF THE WEBSITE OR ANY SERVICE IT PROVIDES.

11. Use of Information

Sacred Sister Birthkeeper reserves the right, and you authorize us, to use and assign all information regarding site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

12. Copyrights and Copyright Agent

If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to our Copyright Agent:

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the material that you claim is infringing is located on the Site;
- (d) Your address, telephone number, and e-mail 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 to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the Site is _____, who can be reached as follows at _____.

13. Governing Law; Venue; Actions

If there is any dispute about or involving the website or the Terms of Use, you agree that any dispute shall be governed by the laws of the State of _____ without regard to its conflict of law provisions. You agree to personal and exclusive jurisdiction of state and federal courts located in _____ County, _____.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE, ANY SERVICE PROVIDED BY THE SITE, OR THE TERMS OF USE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

14. Severability

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

15. Waiver

The failure of Sacred Sister Birthkeeper to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Sacred Sister Birthkeeper must be in writing and signed by an authorized representative of Sacred Sister Birthkeeper .

16. Modification and Termination of the Website.

Sacred Sister Birthkeeper reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the website or any service provided by the website (or any part thereof) with or without notice. You agree that Sacred Sister Birthkeeper will not be liable to you or any third party for any modification, suspension or discontinuance of the website or any service.

17. Relationship of the Parties

Nothing contained in this Agreement or your use of the Site shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.

18. Entire Agreement

This Terms of Use constitutes the entire agreement between you and Sacred Sister Birthkeeper and governs the terms and conditions of your use of the Site, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Sacred Sister Birthkeeper with respect to this Site. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the website. Sacred Sister Birthkeeper may revise this Terms of Use at any time by updating this Agreement and posting it on the Site. Accordingly, you should visit the Site and review the Terms of Use periodically to determine if any changes have been made. Your continued use of this website after any changes have been made to the Terms of Use signifies and confirms your acceptance of any such changes or amendments to the Terms of Use.

19. Contact Information.

If you have any questions regarding these Terms of Use, please contact us at sacredsister_birthkeeper@gmail.com.