

## Terms of Use

**Effective Date:** October 11, 2024

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### 1. Acceptance of Terms

By accessing or using the website of **CharStarCreations LLC** ("we," "our," or "us"), located at [[www.charstarcreations.com](http://www.charstarcreations.com)] (the "Site"), you agree to comply with and be bound by these **Terms of Use** ("Terms"). These Terms, along with our Privacy Policy, govern your use of our services, content, and website. If you do not agree with these Terms, you should not access or use our services or website.

These Terms apply to all visitors, users, and others who access or use the Site ("Users"). By using our services, you confirm that you have the legal capacity to enter into this agreement and comply with its terms.

### 2. Changes to Terms

**CharStarCreations LLC** reserves the right to modify, update, or replace these Terms at any time. Any changes will be posted on this page with the updated date. It is your responsibility to review these Terms periodically for any updates or changes. Continued use of the Site following any changes constitutes acceptance of those changes.

### 3. Use of Our Services

You may use the services provided by **CharStarCreations LLC** solely for lawful purposes and in compliance with these Terms. Our services include but are not limited to web design, web development, template customization, and digital services related to branding and online presence management.

When you purchase or use our services, you agree that:

- You will provide accurate and current information for all registration and transaction purposes.
- You will not misuse or interfere with the proper functioning of the Site.
- You will not engage in fraudulent activities, including the use of false identities or unauthorized access to other Users' accounts.
- You will respect the intellectual property rights of **CharStarCreations LLC** and any third parties.

#### **4. Intellectual Property**

All content, including but not limited to text, images, graphics, logos, and software available on the Site (the “Content”), is the intellectual property of **CharStarCreations LLC** or our licensors. You agree not to reproduce, distribute, create derivative works, publicly display, or commercially exploit any Content without our express written permission.

Any unauthorized use of our intellectual property may result in civil or criminal liability under applicable laws.

#### **5. Payment and Fees**

You agree to pay all fees associated with services provided by **CharStarCreations LLC** as outlined on the Site or in contractual agreements. All payments are securely processed through our third-party payment processor, **Thrivecart**. By submitting your payment information, you authorize us to charge you for the selected services in accordance with our pricing and payment terms.

We reserve the right to update or modify pricing for services at any time, though any changes to fees for existing contracts will only be applied after providing reasonable notice.

#### **6. User-Generated Content**

Users may have the opportunity to submit content, such as comments, feedback, or inquiries, through the Site or social media platforms connected to **CharStarCreations LLC**. By submitting such content, you grant **CharStarCreations LLC** a non-exclusive, perpetual, worldwide, royalty-free license to use, display, distribute, or modify that content for promotional or operational purposes.

You represent and warrant that any content you submit does not violate the rights of third parties, including intellectual property, privacy, or contractual rights, and that such content is lawful and appropriate.

#### **7. Third-Party Services**

Our Site integrates with third-party service providers, including but not limited to:

- **Showit** – for website design and hosting.
- **Thrivecart** – for payment processing.
- **Squarespace** – for domain hosting.
- **Flodesk** – for email marketing.

- **Facebook, Instagram, TikTok, Pinterest** – for social media engagement and marketing.

These third-party services are governed by their own terms of use and privacy policies, which we encourage you to review. **CharStarCreations LLC** is not responsible for the content, practices, or failure of third-party providers to meet their obligations under these agreements.

## **8. Termination**

We reserve the right, at our sole discretion, to terminate or suspend access to our services, including the Site, without prior notice or liability, for any reason, including but not limited to violation of these Terms. Upon termination, all provisions of these Terms that should reasonably survive termination will remain in effect, including but not limited to intellectual property rights, disclaimers, indemnities, and limitations of liability.

## **9. Disclaimers and Limitation of Liability**

### **A. No Warranty**

**CharStarCreations LLC** provides services and the Site on an "as-is" and "as available" basis. To the fullest extent permitted by law, we disclaim any warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee that our services will meet your expectations or requirements, or that the operation of the Site will be uninterrupted, error-free, or secure.

### **B. Limitation of Liability**

To the fullest extent permitted by law, **CharStarCreations LLC** shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, or use, arising out of your access to or use of the Site or services. Our total liability for any claim related to our services is limited to the amount you have paid to us for the specific service giving rise to the claim.

## **10. Indemnification**

You agree to indemnify and hold harmless **CharStarCreations LLC**, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, judgments, losses, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your use of the Site or our services.
- Your violation of these Terms.
- Your infringement of any intellectual property or other right of any third party.

## **11. Governing Law and Dispute Resolution**

These Terms, and any disputes related to these Terms or the services provided by **CharStarCreations LLC**, shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles.

Any legal action or proceeding arising under or related to these Terms shall be resolved exclusively in the state or federal courts located in New York, New York. You hereby consent to the personal jurisdiction and venue of such courts.

## **12. Severability**

If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

## **13. Entire Agreement**

These Terms, together with the Privacy Policy and any additional terms or agreements provided by us in relation to specific services, constitute the entire agreement between you and **CharStarCreations LLC** and supersede any prior agreements or understandings, written or oral, regarding your use of our Site and services.

## **14. Contact Information**

If you have any questions about these Terms or our services, please contact us at:

**Charlotte McKinley**

Owner, **CharStarCreations LLC**

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

Phone: **512-921-5585**

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