

Website Terms and Conditions of Use

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

General Provisions

This website is owned and operated by Heather J Photography LLC (hereafter “Our”, “We” or “Company”). Our principal place of business is located at 8687 Ashland Rd Wooster, OH 44691.

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. The Terms and Conditions of Use contained on this page is subject to change at any time.

Age Requirements

You must be at least 13 to use Our website, and if You are outside of the United States You must be the necessary age to utilize websites in Your country of residence. You must be at least 18 to purchase Our templates, services, and products.

Intellectual Property Notice

All text, photographs, graphics and other materials on this site are subject to the copyrights and other intellectual property rights of Heather J Photography LLC 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 Company. 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.

Digital Products

By purchasing any product from Heather J Photography LLC 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 and revoke your access to our products permanently.

Digital Products Return Policy

Digital products such as templates, courses, and freebies which are downloadable are not eligible for return.

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.

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.

While Company 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.

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 hello@heatherjphotography.net.

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.

Earnings Disclaimer

Company makes no income/financial claims, nor guarantees of any kind regarding the potential income that can be generated through Our website, communications, or your participation in the purchase of any of our products. Past results presented on the website are not an indication or promise of Your results. There is no guarantee You will earn any money using any of Our materials, and Your revenue is dependent solely on you and your actions or non-actions.

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 Terms & 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 Company feels You have violated these Terms and Conditions, Company shall immediately terminate Your use of Our website and any related communications as We deem appropriate. It is within Company's 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

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

Severability & No Waiver

If any part of these Terms and Conditions of Use is deemed unlawful and/or unenforceable, all other provisions contained herein will remain in full force and effect. Any failure by Company to enforce a provision of this Terms and Conditions of Use shall not constitute a waiver of any other portion or provision of this Terms and Conditions.

Headings

Headings and titles are provided in this Terms and Conditions of Use for convenience only and will not be construed as part of the legal terms.

Venue & Jurisdiction

This Terms and Conditions of Use and Our Privacy Policy shall be governed by and construed in accordance with the laws of the State of Ohio including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. You agree that any dispute or lawsuit arising out of, or concerning, this Agreement that is not first resolved by arbitration shall be resolved exclusively in a federal or state court of competent jurisdiction located in Wayne County, Ohio. You and Company assume responsibility for their own collection costs and legal fees incurred should enforcement of these conditions should it become necessary.

Arbitration

Any and all disputes or disagreements arising between Company and You out of this Terms and Conditions of Use upon which an amicable understanding cannot be reached, shall be decided by arbitration in accordance with the procedural rules of the American Arbitration Association. Company and You agree to be bound by the decision of the arbitrator(s). The arbitration proceeding shall take place in Wayne County, Ohio. The cost and expenses of the arbitrators shall be shared equally by the parties. Each party shall be responsible for its own costs and expenses in presenting the dispute for arbitration.

Questions

If You require any more information or have any questions about these Terms and Conditions of Use or Our Privacy Policy, please feel free to contact us by email at hello@heatherjphotography.net.

View Our Privacy Policy **[HERE](#)**