

## TERMS OF USE

**Effective Date:** May 5, 2025

These Terms of Use govern the use of the website [www.lola-charles.com](http://www.lola-charles.com) (the “**Website**”), operated by Lola Charles Communications, LLC (“**Company**”), any links to other websites contained on the Website, other online resources accessible via the Website, and your purchase of any products offered for sale through the Website (“**Products**”).

By accessing and using the Website, you agree to these Terms of Use (aka, the “Terms”).

Company reserves the right, at any time, to modify, alter, or update these Terms of Use. Modifications become effective immediately upon being posted on the Website. Your continued use of the Website after amendments are posted means that you acknowledge and accept the modified Terms of Use. Except as provided in this paragraph, these Terms of Use may not be amended.

The text below each section is aimed to give a plain English breakdown of what’s contained in each section. ***Please make sure you read the entire agreement, as all terms are legally binding, and the plain English wording is only a summary!***

1. Price and Payment Terms. Pricing is subject to change without notice. Company reserves the right to limit quantities. Your total price for any Products purchased will be stated on your e-mailed purchase receipt. Payment must be received by Company prior to Company’s acceptance and fulfillment of an order. Prices are based on U.S. currency. Company reserves the right to decline the acceptance of any order, including, without limitation, if the listed price of the Product is a mistake and/or has been hacked. Orders are not binding on Company until accepted by Company. Shipping and handling fees may be added to the final price you pay for any physical Products.

***Prices are subject to change.***

2. Taxes. Applicable sales taxes may be added to the final price you pay for any Products unless you provide Company with a valid and correct tax exemption certificate. Some states require that their residents file a sales or use tax return for items purchased online. For purchases where sales tax is applicable you will see the tax calculated on the checkout page before you are asked to confirm the purchase. In exchange for Company collecting and remitting taxes required on your purchases, you waive your right to claim that the tax collected on any purchase is incorrect, and you agree to hold Company and its related parties harmless for any harm or other damages you may incur as a result of any error by Company in calculating the taxes you owe for your purchases.

***Sales tax is sometimes a necessary evil. Company is not currently required to remit sales tax for products in every state, but we’ll do our best to comply with all applicable laws. You should be aware of any sales or use tax obligations you might have in your area.***

3. Delivery and Ownership. Company will arrange for delivery of your purchased digital Products via email as soon as possible after payment is confirmed.

All rights – including copyright and all other proprietary rights -- in the Products remain with Company, and delivery of a Product to you only grants you permission to you, individually, to use the Product, but this permission is not equal to a sale or any other grant of rights to the Product. See the Intellectual Property section below for further terms regarding Company's rights to all Products.

***Your rights to any Products are limited and do not include ownership or commercial use.***

4. Support. Unless specifically stated in the description for any Product, Company does not provide support for any Products. Company makes best efforts to make sure Products are accurate and up to date but cannot make any guarantees.

***Support not included in your purchase unless specifically stated.***

5. Product Description and Availability. Company may revise and discontinue Products at any time. Product availability is subject to change without notice. Company attempts to be accurate in its descriptions of Products. Company does not guarantee, however, that descriptions of Products or other content on this Website are accurate, complete, reliable, current or free from errors or omissions. Images are shown for example purposes only. Colors, patterns, sizes, and other visual features of Products might display differently depending on the device on which you view a Product.

***Product availability is subject to change. Products might look different from screen to screen.***

6. Refunds Policy.

Due to the nature of digital Products, all sales are final and Company does not issue refunds. However, if you are dissatisfied with your purchase, and you submit a written statement to us at support@lola-charles.com showing that you have a) used/consumed the digital Product from beginning to end (or otherwise in its entirety) and b) include a reason why the digital Product was not satisfactory, Company will review and issue a refund in its sole discretion.

To return physical Products, you must ship the physical Products to Company in their original packaging. Returned physical Products must be in unused condition. Any returned Product shipped C.O.D. may be refused by Company.

***This is our refund policy***

7. Disclaimer of Warranties. Use of the Website and any Product is at your sole risk. The Website and Products are provided on an “as is” and “as available” basis, meaning Company makes no guarantees that Products will meet any particular standards or requirements or be available at all times. To the fullest extent permitted by applicable law, Company makes no representations or warranties of any kind, express or implied, regarding any Products or your use

of the Website in terms of correctness, accuracy, reliability, or otherwise. Company will have no liability to you or anyone else for any interruptions, errors, computer viruses or other harmful components in the use of this Website. COMPANY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO ALL PRODUCTS, THE WEBSITE, AND THE INFORMATION PROVIDED ON THE WEBSITE INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND LOSS OF DATA OR PROFIT ARISING OUT OF THE USE OR INABILITY TO USE A PRODUCT OR THE CONTENT OF THE WEBSITE. COMPANY DOES NOT WARRANT THAT ANY CONTENT OR INFORMATION ACCESSED THROUGH THE WEBSITE WILL BE UNINTERRUPTED, ERROR FREE, OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

*Company makes no guarantees or warranties at all regarding the Website – including your ability to access the website or regarding any content on the website – or regarding any Products.*

**8. Disclaimer. The contents of the Website and/or any Products are not intended to, nor do they constitute legal, professional, tax, medical, or healthcare advice or diagnosis, and may not be used for such purposes. Company provides this Website for entertainment, informational, educational, and promotional purposes only. You may not rely on any information or opinions expressed on the Website for any other purpose. It is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of the content on this Website. Under no circumstances will Company be liable for any loss or damage caused by your reliance on any content on this Website.**

*This website is provided for entertainment, informational, educational, and promotional purposes only. You may not rely on it for any advice.*

**9. Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL COMPANY OR ANY OF ITS SUBSIDIARIES, AFFILIATES, MEMBERS, OFFICERS, AGENTS OR REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY UNFORESEEABLE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR MONETARY LOSS RELATED TO ANY PRODUCTS, YOUR USE OF THE WEBSITE, THE INFORMATION CONTAINED IN IT, OR YOUR USE OF ANY PRODUCT, OR THE INABILITY TO USE THE WEBSITE OR PRODUCTS, REGARDLESS OF THE TYPE OF LAW UNDER WHICH THOSE DAMAGES ARISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. If, despite the previous sentence, liability is imposed upon Company, Company's total liability to you or any third party will not exceed one hundred dollars (\$100) or the total amount that you paid for any Products on the date your claim arose, whichever is greater. Some jurisdictions do not allow for the limitation or exclusion of liability for incidental or consequential damages. In those jurisdictions, Company's liability is limited to the greatest extent permitted by law.

***Company disclaims all liability in connection with the Website and all Products. If Company is found liable regardless of this disclaimer, the maximum we'll be obligated to pay is \$100 or the total amount you paid for any Products, whichever is greater.***

10. Accounts. You may have the option to create an account to participate in certain features of the Website or purchase a Product. If you are under the age of 18, you are not permitted to register as a user or otherwise submit personal information to Company. If you create an account, you agree to provide and maintain true, accurate, current, and complete information about yourself in the registration process. You are prohibited from impersonating any person or entity or misrepresenting your identity and from using another person's username, password, or other account information. You must promptly notify Company with any questions of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to the Website.

***You might be able to create an account on the Website. If you do, all information you submit must be truthful and lawful.***

11. Your Warranties. You warrant and represent that all content added to the Website by you or at the instruction of you or your agents or representatives -- including, without limitation, messages, comments, text, illustrations, files, images, graphics, photographs, comments, sounds, music, videos, information, and/or other content ("User Content") -- is free of third-party claims and does not infringe the rights of any third party. By adding or uploading User Content, you warrant and represent that you own or otherwise maintain all necessary rights in order to add or upload such User Content.

***Basically, anything you upload through the Website ("User Content") must be lawful, truthful, non-infringing, that kind of stuff.***

12. User Content. To the extent forums, communities, or comments are present as part of the Website or any Product, you may create or come into contact with User Content. You -- and not Company -- are solely responsible for any User Content you post or upload to the Website or as part of any Product. Company is not responsible or liable for the contents of any User Content on the Website. User Content does not express the views of Company. Company has the right, but not the obligation, to monitor User Content, and Company does not guarantee that it will edit or delete User Content. Company reserves the right to reveal your identity (or whatever information Company knows about you) if a complaint or legal action arises from your behavior on or through the Website. Company does not claim ownership of the User Content on the Website.

You acknowledge that public forums offered on the Website, if any, are for public and not private communications. You are and will remain solely responsible for the content you post on these forums and the Website and for the consequences of submitting and posting content. You should be skeptical about information provided by others, and you acknowledge that the use of or reliance on any content posted on the Website is at your own risk.

By posting or uploading User Content to this Website, you are granting Company permission to use the User Content in connection with the Website and/or Company's promotional purposes.

By submitting User Content, you also grant Company the right, but not the obligation, to use your biographical information, including, without limitation, your name and geographical location in connection with broadcast, print, online, or other use or publication of your User Content in connection with the Website or with Company. You waive any and all claims you may now or later have in any jurisdiction to so-called “moral rights” with respect to the User Content.

Company may discontinue operation of the Website, or your use of the Website, in either case entirely or partially, in its sole discretion. You have no right to maintain or access your User Content on the Website, and Company has no obligation to return your User Content or otherwise make it available to you.

***User Content is content uploaded by Website or Product users in the context of comments, forums, communities, or other spaces where users might input or upload content for other Website users to see. Company isn’t responsible for the User Content in any way. Use common sense when relying on User Content and using public forums. You allow us to use any User Content you upload in connection with the Website and our promotional purposes.***

13. Indemnification. You will indemnify and hold Company and its subsidiaries, affiliates, members, officers, agents, and representatives harmless from any claim, demand, liability, loss, damage, or cause of action, including reasonable attorneys’ fees and costs, due to or arising out of your breach of these Terms of Use or your use of any Products or of the Website. You will cooperate as fully as reasonably required in the defense of any claim. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will not settle any such matter without Company’s written consent.

***If Company suffers damage or is on the receiving end of any claim, lawsuit, etc. in connection with your breach of these Terms of Use, or your use of any Products or the Website, you are financially responsible for all of that damage.***

14. Compliance with Laws and Prohibited Uses. You assume all knowledge of applicable law and are responsible for complying with all such laws. You may not use the Website in any way that violates applicable state, federal, or international laws, regulations, or other government requirements.

You are prohibited from posting or transmitting through the Website:

- a. material that violates or infringes on the rights of others, including, but not limited to, any copyright, trademark, patent, trade secret, moral right, or other intellectual property, personal, contractual, proprietary, or other right of Company or of any other person or entity;
- b. material that impersonates another or is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, pornographic, lewd, filthy, excessively violent, harassing or otherwise objectionable (in Company’s determination);

- c. material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law or regulation;
- d. material that is an overt, unwelcome, or harassment-level advertisement for goods or services or a solicitation of funds (in Company's determination);
- e. material that includes personal information such as phone numbers, social security numbers, account numbers, addresses, or employer references;
- f. material that contains a formula, instruction, or advice that could cause harm or injury;
- g. material that, if used by Company, would cause Company to be liable or have legal obligation to a person or business;
- h. material that could facilitate mail abuse or unsolicited email of any type (spam); or
- i. material that could facilitate scraping, or systematic retrieval of data or other Website Content from this Website to create or compile a collection, compilation, directory, database, or data set for artificial intelligence training without Company's express prior written permission.

Company reserves the right to refuse service to you for violation of this Section or any of these Terms of Use.

***You absolutely, positively, cannot do the things in Section 14 in connection with your use of the Website.***

**15. Intellectual Property.** Unless otherwise noted, all Products and content on the Website are subject to Company's intellectual-property rights -- including copyrights and trademarks -- or the rights of Company's licensors. Subject to your compliance with these Terms of Use, Company grants you a personal, non-exclusive, non-transferable, limited right to access, use and view this Website, Products you purchase, and the information on the Website, including, without limitation, all text, files, designs, graphics, drawings, illustrations, images, photographs, video, music and sounds, and/or other content and all trademarks, service marks and trade names used at this Website, and all such content as displayed on the Website OR incorporated into any Products (all together referred to as the "**Website Content**"), solely for your own individual use. You may not, nor may you allow others to, directly or indirectly sell, license, rent, distribute, transfer, reproduce, modify or attempt to modify or create derivative works from the Website Content in any way or reproduce or publicly display, perform, transmit or distribute or otherwise use the Website Content for any public or commercial purpose, including, but not limited to: use of the Website Content on any other website or platform, or use or incorporation of the Website Content into a product for sale or commercial gain. Except as specifically provided in these Terms, Company does not grant you the right to use or reproduce the Website Content, and all intellectual-property rights in the Website Content not granted to you or mentioned specifically in these Terms are expressly reserved by Company.

For clarity, Company and/or its licensors (as the case may be) is and will remain the sole and exclusive owner of all intellectual property rights in each Product and all content incorporated into each Product, and including, but not limited to, all copyright, trademark, and other intellectual property rights. You do not acquire any ownership of any rights in any Products by virtue of purchasing a Product. Any sale, distribution, transfer, copying, or unauthorized use of any Product to a third party for that party's use is strictly prohibited.

**YOU MAY NOT USE THE WEBSITE CONTENT OR ANY PRODUCTS FOR RESALE OR FOR ANY RELATED COMMERCIAL PURPOSE UNLESS SPECIFICALLY STATED.**

*All content on the Website and all Products are subject to Company's intellectual property rights. (Or the rights of third parties that have licensed content to Company.) You do not acquire any rights to the Product (except for your individual right to use the Product) just by virtue of your purchase.*

16. Submission of Information. Although Company may provide some security in an effort to protect the electronic transmission of certain information through this Website, Company does not guarantee the security of any information transmitted to or from this Website, including to or from any third-party websites linked to this Website. Submission of any financial (e.g., credit card) or other information to this Website or to any third-party websites linked to this Website is entirely at your own risk and responsibility.

*We do what we can, but we can't guarantee the safety or security of your connection or of the Website.*

17. Privacy Policy. Registration data, if any, and information you supply when you place an order for Products through this Website, including, without limitation, credit card and other personal information, and other personal information about you is subject to Company's Privacy Policy ([https://static.showit.co/file/FkT1qmMn9CHmHbkk1peDLA/285779/lola\\_charles\\_website\\_privacy\\_5-5-25\\_policy.pdf](https://static.showit.co/file/FkT1qmMn9CHmHbkk1peDLA/285779/lola_charles_website_privacy_5-5-25_policy.pdf)). By using the Website, you consent to the collection and use of this information in accordance with that Privacy Policy.

*We process personal and payment information according to our Privacy Policy.*

18. Restrictions on Use by Minors. If you are under 18, you may use this Website only under the supervision of a parent or legal guardian. This Website is not intended or designed to attract children under the age of 18. Company does not collect personally identifiable information from any person Company actually knows is under the age of 18.

*If you're a minor, you may only use this website under parental supervision.*

19. Denial of Access. Company, for any reason and at its sole discretion, may decide to deny anyone access to any part of the Website. By agreeing to these Terms of Use, you agree to immediately cease and desist from any attempt to access the Website after such a denial.

***We can deny access to the Website to anyone for any reason.***

20. Modifications and Interruption to Service. Company will make its best efforts to provide uninterrupted service to the Website, but you acknowledge and accept that Company does not guarantee continuous, uninterrupted, or secure access to the Website, and operation of the Website may be interfered with or adversely affected by numerous factors or circumstances outside of Company's control.

***We can't guarantee uninterrupted access to the Website.***

21. Third Parties and Third-Party Sites . The Website may include links to advertisements or other sites on the Internet that are owned, operated, and/or maintained by third parties. You acknowledge that Company is not responsible for the availability of, or the content located on or through, or the privacy practices of any third-party site. Company does not operate, control, or endorse the content found on these third-party websites. Your use of these third-party sites is at your own risk, and it is your responsibility to take all protective measures to guard against viruses and other destructive elements. Your use of those third-party sites is subject to the terms of use and privacy policies of each site. If a third-party links to the Website, it is not necessarily an indication of Company's endorsement, adoption, authorization, sponsorship, or affiliation with that third party. Company makes no warranties or representations whatsoever with regard to any product or service provided or offered by any third party, and your reliance on representations and warranties provided by any vendor or third party is at your own risk. You assume sole responsibility for your use of third-party links. Company is not liable to you for any loss or damage of any sort incurred as a result of your dealings with any third-party or their website.

***Any link to an outside website (or from an outside website to the Website) is not an indication of sponsorship, approval, or affiliation between Company and that other website. Outside websites have their own terms and privacy policies and Company makes no promises whatsoever regarding any linked websites.***

22. Venue and Governing Jurisdiction. The Website is operated and provided in the State of Illinois. As such, Company is subject to the laws of the State of Illinois. Any legal issues arising from or related to your use of the Website will be construed in accordance with, and all questions with respect to such issues will be determined by the laws of the State of Illinois applicable to contracts entered into and performed within Illinois, without regard to conflict-of-laws principles. Any dispute arising out of or relating to these Terms of Use or your use of or visit to the Website must be brought in the state or federal court located in Chicago, Cook County, Illinois, as applicable (or, if no court is located there, as close to that venue as possible). By using the Website, and thereby agreeing to these Terms of Use, you consent to personal jurisdiction and venue in the state and federal courts in Chicago, Cook County, Illinois with respect to all such disputes. Company makes no representation that the Website is appropriate, legal, or available for use in other locations. Accordingly, if you choose to use the Website, you agree to do so subject to the internal laws of the State of Illinois.



***Here are the state's laws that apply to these Terms of Use and the location where any disputes must be raised.***

23. Other Terms. If any provision of these Terms of Use is deemed by an appropriate court to be unlawful, void, or unenforceable for any reason, the other provisions (and any partially enforceable provision) will not be affected by that determination and will remain valid, binding, and enforceable to the maximum possible extent. Company's failure to insist on or enforce strict performance of any provision of these Terms of Use do not constitute a waiver of any provision or right in the future. The Privacy Policy ([https://static.showit.co/file/FkT1qmMn9CHmHbkk1peDLA/285779/lola\\_charles\\_website\\_privacy\\_5-5-25\\_policy.pdf](https://static.showit.co/file/FkT1qmMn9CHmHbkk1peDLA/285779/lola_charles_website_privacy_5-5-25_policy.pdf)) is a binding part of these Terms of Use, and together with these Terms of Use constitute the entire agreement between Company and you with respect to your use of this Website. Any cause of action you may have with respect to your use of this Website or that is the subject of these Terms of Use must be commenced within one (1) year after the claim or cause of action arises. The headings and summaries in these Terms of Use are for reference and convenience only and do not affect the interpretation of these Terms of Use. The rights granted by you under these Terms of Use may not be terminated, revoked, or rescinded and are not subject to reversion.

***Here are additional miscellaneous terms that apply to your use of the Website.***