

## **TERMS OF USE**

Please read these terms and conditions carefully. If you use [www.lizzyannphotography.com](http://www.lizzyannphotography.com), you are bound by these terms and conditions. If you do not accept these terms, do not read or use this website.

### **OVERVIEW**

The following terminology applies to these Terms of Use: “Client”, “User”, “You”, and “Your” refers to you, the person accessing this website and accepting the Company’s terms. “Company”, Lizzy Ann Photography, “We”, and “Us” refers to our Company. “Party” and “Parties” refers to the Client and Us.

### **USE OF THE SITE**

These Terms of Use form an agreement between the user of this website and [www.lizzyannphotography.com](http://www.lizzyannphotography.com). Access to this website including without limitation the Website Content is provided for your informational, personal, and non-commercial use only. When using the Website, you agree to comply with all applicable federal, state, and local laws including, without limitation, copyright law. Except as expressly permitted in these Terms of Use, you may not use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit Website Content for any purpose whatsoever without obtaining prior written consent from Us, or in the case of third-party consent, its respective owner. In certain instances, we may permit you to purchase, download, or print (as applicable) one copy of Website Content for your personal, non-commercial use only. You acknowledge that you do not acquire any ownership rights by downloading or printing Website Content.

### **LAWFUL PURPOSES**

You may use this Site for lawful purposes only and you agree to be financially responsible for all purchases made by you or someone acting on your behalf through the site. You agree to only use the site for legitimate purposes. You are not permitted to remove, alter, distort, or cover any copyright, trademark, or other proprietary intellectual property on the Website or Website Content, or infringe on the intellectual property rights of others. You are not permitted to disable or interfere with security-related features on the Website, or collect any personally identifiable information from the Website, or interfere with the proper working of the Website, or engage in any conduct that restricts or inhibits any other user from using or enjoying the site, or encourage conduct that violates any local, state, or federal law.

### **LINKS TO OTHER SITES**

www.lizzyannphotography.com may contain links to third-party sites that are not owned or controlled by Lizzy Ann Photography. Company assumes no responsibility for the content, policies, or practices of any third party sites.

## **PURCHASES**

By making a purchase through www.lizzyannphotography.com, you agree to pay for the goods or services listed and understand that no refund, replacement, return, or compensation can be claimed for the goods or services once the order has been placed.

## **MODIFICATION OF TERMS**

Lizzy Ann Photography reserves the right to change these terms from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms.

## **NOTIFICATION OF CHANGES**

If there are any changes to these Terms of Use, we will update the bottom of the page with the date last modified. It is your responsibility to review these terms often, as they are subject to change.

## **REPRESENTATIONS OR WARRANTIES**

The information on this web site is provided on an “as is” basis and on an “as available” basis without warranty of any kind, either express or implied. To the fullest extent permitted by law, Lizzy Ann Photography excludes all representations and warranties relating to this website and its contents, including in relation to any inaccuracies or omissions in this website.

## **OMISSIONS, ERRORS, OR MISTAKES DISCLAIMER**

All of the information contained on this site is accurate, true, and up to date to the best of Lizzy Ann Photography’s knowledge, however there may be omissions, errors, or mistakes. Lizzy Ann Photography is not liable or responsible for any damages due to omissions, errors, or mistakes contained on this website. Lizzy Ann Photography is not responsible for a delay or denial of any products, failure of performance of any kind, interruption in the operation or use of this site, attacks on this site including computer viruses, hacking, or any other system failure or misuse of information or products.

## **NO PROFESSIONAL-CLIENT RELATIONSHIP DISCLAIMER**

Use the content on this site at your own risk. This content is provided for general and educational purposes only and should not be construed as specific advice. Lizzy Ann Photography does not guarantee any results from using this content or visiting this site. It is your responsibility to do

your own research and consult with a professional for any of your medical, legal, financial, or health needs.

## **LIMITATION ON LIABILITY**

To the fullest extent permitted by law, Lizzy Ann Photography excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct losses, losses of business profits, damage to data or software, and any other direct or indirect, consequential and incidental damages. Your exclusive remedy for all the foregoing shall be limited to the amount actually paid by You to Us or \$100 USD if You haven't purchased anything through Us.

## **INDEMNIFICATION**

You agree to indemnify and hold harmless Lizzy Ann Photography and its employees, agents, affiliates, subsidiaries, and their related companies from and against any and all claims, liabilities, damages arising out of your use of [www.lizzyannphotography.com](http://www.lizzyannphotography.com).

## **INTELLECTUAL PROPERTY**

[www.lizzyannphotography.com](http://www.lizzyannphotography.com) and Website Content, including any derivative works, including but not limited to, all text, illustration, files, images, graphics, videos, photographs, information, content, materials, products, services, URL's documentation, and interactive features (collectively, "Website Content") and all intellectual property rights are owned by Lizzy Ann Photography, doing business as [www.lizzyannphotography.com](http://www.lizzyannphotography.com). Additionally, all trademarks, services marks, trade names, and trade dress that may appear on [www.lizzyannphotography.com](http://www.lizzyannphotography.com) are owned by Us. Except for the limited use rights granted to you in these Terms of Use, you shall not acquire any right, title, or interest in the [www.lizzyannphotography.com](http://www.lizzyannphotography.com) or any Website Content. Any rights not expressly granted in these Terms of Use are expressly reserved.

## **ASSIGNMENT**

These Terms of Use are not assignable, delegable, or transferable by you. Any such assignment by you is invalid.

## **SEVERABILITY**

If any term, provision, covenant, or condition of these Terms of Use are held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

## **GOVERNING LAW**

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Minnesota. Both Parties agree to submit to the jurisdiction of and venue in the State of Minnesota. Should any claim or controversy arise between the Parties under the terms of this Agreement, such a claim or controversy shall be resolved only in the State of Minnesota.

## **DISPUTE RESOLUTION**

In the event of a dispute regarding your use of this website or arising under this Agreement, the Parties agree that after receipt of notice of such dispute, the Parties shall in good faith discuss the dispute and seek a resolution. If the matter has not been resolved within 30 business days after commencement of such good faith discussions, either Party may assert its rights to the fullest extent permitted under law.

## **WAIVER**

No waiver of any provision of these Terms of Use by Lizzy Ann Photography shall be deemed, or shall constitute, a waiver of any other provision, nor shall the failure of Lizzy Ann Photography to enforce the provisions of these Terms of Use be construed as a present or future waiver of any of the provisions of these Terms of Use, nor in any way affect the validity of either Lizzy Ann Photography right to enforce each and every such provision at any and all times thereafter.

## **EFFECT OF HEADINGS**

The subject headings of the paragraphs and subparagraphs of these Terms of Use are included for convenience and shall not affect the construction or interpretation of any of its provisions.

## **NOTICES**

All notices, requests, demands and other communication under these Terms of Use shall be in writing and delivered to: [lizzyannphotos@gmail.com](mailto:lizzyannphotos@gmail.com)

## **ENTIRE AGREEMENT**

These Terms of Use serve as the entire agreement between you and Lizzy Ann Photography.

**LAST UPDATED:** October 7, 2024