

TERMS OF SERVICE

Last updated February 11, 2022

AGREEMENT TO TERMS

These Terms of Use shall be a legally binding agreement between you, the user, whether personally or on behalf of you by another (hereinafter known as “you”), and **Arianna Celeste LLC** (hereinafter referred to as "Company", “we”, “us”, or “our”), regarding your use of and access to our website at ariannacelestephoto.com, as well as any of our other services, media, social media accounts, or other applications related to our website. By using or accessing our website, you are indicating that you have read, understood, and agree to be bound by these terms and conditions. If you do not agree to abide by all of the terms contained in this contract, please stop using our website immediately and desist from using it any further.

Additional terms and conditions to this contract may be posted on our website on occasion, and they shall be considered to be expressly incorporated into this contract by this reference. We reserve the right to make further changes or modifications to these terms and conditions as we see fit and necessary, at our sole discretion and at any time. We will notify you of any changes that we may make by updating the “Last Updated” date located at the top of this document. We recommend that you review this document from time to time to locate any changes that are made, as it is your responsibility to stay updated as to the terms herein. It shall be assumed that you are made aware of and subject to any and all additional terms or other changes that have been made to this contract, and you shall be presumed to have agreed to them by your continued use of the website after these changes have been made.

The information that is located on this website is not to be distributed or used by any individual or other entity that is located in any jurisdiction or country where the distribution of our content would be in violation of the law or any regulation, or which would subject us to additional legal or regulatory requirements with respect to those jurisdictions. As such, any individuals or entities that access the website from other locations shall do so at their own will and are individually responsible for ensuring their compliance with the local laws of that jurisdiction, as they are applicable.

Our website is not designed to be compliant with certain laws and industry-specific regulatory regimes, so if your use of our website would fall under the jurisdiction of one of these legal regimes, then we ask that you cease to use our website at this time. Furthermore, this website is designed for use by those who are 18 years of age or older, and if you are not of legal age then we would ask that you not use this website, as you are not permitted to use or register an account with our website.

SCOPE OF SERVICES

The Services to be covered by these Terms shall be fully covered and contained within this section. Nothing else contained herein shall be deemed to determine the scope of the services provided under these Terms. We operate our website with the purpose of providing you with access to the services that we create and host on it. These services include, but are not limited to:

1. **[Brief Description Of Each Of Your Services]**
2. Virtual Portfolio of our Services
3. Online Webstore with a variety of our Products
4. Virtual Coaching Sessions
5. Virtual Client Meetings

PRODUCTS

We make every effort to provide you with consistency in our products and services, and to ensure that any products or services that we provide to you are accurate with the descriptions that we put on our website. However, we cannot guarantee that the products and services might not differ from their descriptions such as in their appearance, functionality, features, and specifications. Furthermore, we can not guarantee that the details for each product or service will be accurate, complete, reliable, or entirely free of errors, and in some cases, your own device screen might not properly display our products or services to reflect them accurately.

Our products and services are limited by their availability, and in some cases, we will not be able to provide you with what you are searching for at the time you want it based on our limited availability. We also reserve to ourselves the right to discontinue any product or service that we have on our website at any time, and for any reason. If you order a product or service and it is discontinued before your order is completed, then we may at our discretion fulfill your order so long as we have the availability to do so and it would not be an impediment to our other clients. All of the prices on our website are subject to change at any time without notice to you.

We cannot be held responsible for providing any additional products or services beyond those described in this section above. If we do decide to provide a product or service not described in this section and you make use of that service, then you are agreeing to assume the risk associated with that product or service and agree to release and hold us harmless from any liability or responsibility for any harm or damages that you might sustain as a result of the additional products or services.

PURCHASING AND PAYMENT OPTIONS

We accept the following forms of payment on our website at this time: [**Payment Options**]

When you place an order on our website, you agree that you will provide us with complete and accurate payment information so that we can bill you for the products and services that you are purchasing on our website. Additionally, you agree that you will be responsible for keeping your information up to date with us, specifically your email address, payment option, and payment card information so that we can ensure that your transaction can be completed and we can keep you informed. We will add a sales tax surcharge to your order as we are required to by law. All payments shall be made in US Dollars, and we reserve the right to change our prices for the products and services on our website at any time.

By purchasing from our website, you are agreeing to pay for all of the charges, fees, and shipping charges and you are agreeing to authorize us to charge your payment card for the amount you owe based on your order. We reserve the right to make any changes, modifications, or corrections to the pricing, even if you have already submitted payment to us.

We also reserve the right to refuse any transactions or orders with you on our website at our sole discretion. We may, at our sole discretion and for any reason, decide to limit the quantities of products or services that you are permitted to purchase at one time or impose limits on the quantities available on various bases, such as per family, household, or order. If we determine that you are a dealer, wholesaler, distributor, or reseller who is purchasing for non-personal purposes, such as to supply your own business, then we reserve the right to cancel any current orders and to prohibit you from further purchases.

NO REFUND POLICY

Any and All digital products, services, downloads, and any other purchases made on this Site are non-refundable under any circumstances. Digital products cannot be exchanged for other products. Please read your purchasing policy carefully.

LINKING TO OUR WEBSITE

You are permitted to link to our website from other locations online, however, if you do so you must agree to the following restrictions:

1. You must not misrepresent or mislead others regarding your relationship with us.
2. You must not post false or misleading comments or material regarding us, our website, or our products and services.

3. The location where you link to our website must not contain any content that can be readily identified as profanity, pornography, offensive, vulgar or derogatory speech, or any other content that may be illegal.

ADVERTISING, OUTSIDE LINKS, AND AFFILIATE LINKS

We may sometimes include advertisements to other businesses or affiliates on our website. Any communications or transactions that you make, participate in, or otherwise have with these other organizations are solely between you and them. Any and all statements, opinions, comments, offers, and other communications that you receive from these other organizations or their services are made or expressed by them and are not intended to be considered approved or endorsed by us. You understand and agree that we cannot be held responsible or liable for any harm or damages of any kind that you may incur as a result of your communications with our affiliates or advertisers. Any links to our affiliates will be prominently displayed and clearly identifiable. If you have any questions or concerns regarding our affiliates or our advertising, please reach out to us at our contact information at the bottom of these Terms.

There are additional links that you will see on our website. These links are present on our website in order to assist you and do not constitute an endorsement by us of the content or material found on those third-party websites. We completely disclaim any responsibility for representations regarding the completeness or accuracy of the content, materials, or information found on those third-party websites. By using our website, you understand, agree, and warrant that we shall not be held liable or responsible, either directly or indirectly, for any harm or losses that you may suffer from your use of such content, material, or information found through these third-party websites. You further acknowledge and agree that it is entirely your responsibility to determine the accuracy, completeness, appropriateness, and reliability of the information found through these third-party websites.

INTELLECTUAL PROPERTY RIGHTS

Unless stated otherwise, our website is solely composed of our proprietary property, and all software code, databases, software, designs, audio or visual files, images or graphic designs, and other such materials on our website (hereinafter collectively referred to as “Content”) and all trademarks, service marks, and logos that are on our website (hereinafter collectively referred to as “Marks”) and are owned by us or we have the legal right to use and are currently protected under United States Copyright and Trademark laws and other intellectual property rights under United States law and international law. These Content and Marks are posted on our website as is, and they are present for your personal and private use only. Unless otherwise stated, you are not allowed to copy, reproduce, aggregate, republish, upload, post, publicly display, encode,

translate, transmit, distribute, sell, license, or otherwise exploit or make any business use of any of our Content or Marks without our prior express written consent.

So long as you are permitted to use our website, you may have a limited, non transferable license to access and use our website and to download or make a printed copy of any part of our Content that you are entitled to use under these terms and conditions for your personal use. We still reserve any and all rights not expressly granted to you in regards to our website, our Content, and our Marks.

All products are protected by international property laws and are not to be resold, repackaged, shared, or otherwise distributed without our express written consent,

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content, and the Marks.

All digital products are protected by intellectual property rights and are not to be resold, repackaged, shared, or distributed without the written consent of the Company.

USER REPRESENTATIONS

By your use of our website, you are representing to us and warrant that you fulfill the following requirements:

1. You possess the legal capacity to enter into, agree with, and follow these Terms.
2. You are not considered to be a minor in the locality where you reside for contractual purposes.
3. You will not use our website and other services via an automated system, whether this is accomplished through the use of a bot, code script, or other software or hardware device.
4. You promise not to use our website or other services for any activity that is illegal or violates these Terms.
5. You will not use our website to violate any laws or regulations.

You further agree that any and all information that you will provide pursuant to these Terms shall be true, accurate, current, and complete. If we discover that you have not followed this clause, we shall have the right to suspend or terminate your account with our website without notice to you, as well as to refuse to allow you access to our website or any of our other services in the future.

PROHIBITED ACTIVITIES

You agree that you will not have access or the ability to make use of our website for any purpose other than those for which we make it available to you. The website is not to be used for any business purposes except for those for which we provide express written consent.

When you are a user of our website, you must agree to refrain from the following:

1. Use our website to collect data or information for the creation of a database or directory of information without our express written permission.
2. To defraud or otherwise mislead users of our website or us in the pursuit of sensitive information pertaining to our users, such as account information or passwords.
3. To disable or prevent from functioning any of the security software that we use to safeguard our website, including but not limited to features that protect our Content and limit how users can access our website and our Content.
4. To publish hurtful, defamatory, disparaging, discriminatory, threatening, or otherwise harmful material on our website, as determined by us in our sole discretion.
5. To purposefully obtain information from our website for the purpose of harassing, abusing, or otherwise harming another person.
6. Use our support service or unapproved uses or knowingly submit a false report about a user's abuse or misconduct on our website or other services.
7. Make use of our website in any manner that does not comply with any applicable laws or regulations.
8. Make use of our website for unauthorized advertising purposes, to offer or otherwise sell goods and services without prior express written approval from us.
9. Not to disrupt or otherwise interfere with the proper functioning of the website and its features, operation, and other activities by use of malicious software such as viruses, Trojan horses, or other malware that is intended to prevent a user from accessing our website.
10. To not make use of any automated software with the purpose to gather and aggregate information from our website or other services, such as a script, data miner, or any other similar software.
11. Never remove the copyright or other proprietary marks that we place on our Content, and preserve our copyright marks in all of their original applications.
12. Never try to masquerade as another person or user of our website, or to make use of the username of another user.
13. Not to upload or otherwise post to our website any material or software that attempts to actively or passively collect information, such as a cookie, web beacon, web bugs, or other similar information collecting devices or spyware.

14. Never to disrupt the functionality of or the ability of a user to access our website or our other services.
15. Under no circumstances are you to harass, threaten, intimidate, or otherwise annoy anyone whom we employ or who is acting in the capacity of an agent for us in services related to our website or other services.
16. Not to try to disable or destroy any features of our website that were created to prevent or limit unauthorized users from accessing our website, either in whole or in part.
17. Not to recreate or otherwise modify our website's software, including all of our software that makes use of Flash, PHP, HTML, JavaScript, or any other code that we use.
18. Refrain from attempting to reverse engineer or disassemble any of the software that we use as a part of our website, and not assist or seek the assistance of any other person in doing so.
19. To not use any automated software, including but not limited to an unauthorized script, a spider, robot, scraper, or offline saving tool to access our website or any other services. This shall exempt search engines and internet browsers that are used to launch our website.
20. Not to make use of an agent or other intermediary to make a purchase on our website.
21. Notwithstanding any of the other provisions, to never use our website in any unauthorized manner, such as collecting the usernames, passwords, and/or email addresses of our users via either an electronic or other means, in the pursuit of using that information for sending unrequested emails, creating new accounts via an automated program, or to do so under false pretenses.
22. Never use our website in an attempt to compete with us or to make use of our website or our Content for any of your business purposes without our written express permission.

USER-GENERATED CONTRIBUTIONS

Our website might ask you to chat with, contribute, or join in our blog posts, message boards, forums, or other social functions of our website, and we may also ask you to create, transmit, distribute, post, publish, or otherwise generate content that includes but is not limited to written, auditory, or visual content that shall include comments or suggestions for our website, and may contain personal information (hereinafter referred to as "Contributions"). These Contributions shall be available to view to other users of our website, as well as through third-party websites via our advertising partners. Because of this, any Contributions that you provide to us shall be considered non-confidential and non-proprietary.

When you create or otherwise make available to us any Contributions, you agree and warrant to us the following:

1. You understand that under no circumstances shall the creation, dissemination, distribution, publication, performance, using, downloading, or copying of your Contributions shall not be construed as and cannot qualify as a violation of the proprietary rights in the Contributions, including but not limited to the copyright, patent, trademark, service mark, trade secret, or moral rights of any third party.
2. You are the sole owner of or have all of the rights, licenses, releases, and/or permissions to authorize us, the owners of the website, and all of the users of our website to make use of your Contributions in any way as deemed appropriate by these Terms.
3. You have received the necessary written consents, releases, and permissions from every individual who can be identified in your Contribution, to use the names and/or likenesses of each identified person to enable us to use your Contributions in accordance with these Terms.
4. You warrant that your Contribution is true, accurate, complete, and not misleading.
5. The Contributions that you have provided to use were the product of unsolicited or unauthorized advertisements, promotional campaigns, illegal marketing schemes, spam or mass mailings, or any other forms of solicitation.
6. You have produced your Contributions in such a way that they are not obscene, inappropriate, violent, harassing, libelous, slanderous, threatening, or in any other way undesirable as determined solely by us.
7. You have not mocked, made fun of, disparaged, intimidated, or abused anyone in the production of your Contributions.
8. All of the Contributions that you have created have not been used in any way to harass or threaten any person or entity and do not incite violence against any persons or group of persons.
9. None of the Contributions that you have provided violate any laws, regulations, rules, judicial decrees, or other legal requirements.
10. None of the Contributions were created in violations of any person or entity's privacy or publicity rights.
11. None of the Contributions that you have created contain any content or other material that requests the personal information of any minor person under 18 years of age, nor does it seek to use minor persons under 18 years of age in any sexual or violent setting or purpose.
12. None of the Contributions that you have created contain any material that would violate the applicable child pornography laws or any other laws that are created to safeguard minor persons under the age of 18 from being exploited against their health or welfare.
13. None of the Contributions contain any statements that are offensive towards a person or group of persons based upon a legally protected classification such as age, race, gender, handicap, etc.
14. Nothing contained within the Contributions violates or directs individuals to other content that would violate these Terms or any other laws or regulations that may apply.

If you should use our website in violation of any of these Terms, this may result in the termination or suspension of your account, your rights and ability to use our website, and any other necessary remedies that may be available to us.

CONTRIBUTION LICENSE

When you post any of your Contributions to any part of our website, by that act you automatically grant to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, fully transferable, royalty-free, fully compensated, globally assignable right and license to use the Contributions. The use of the Contributions shall include, but not be limited to, hosting, copying, reproducing, disclosing, selling, reselling, publishing, broadcasting, retitling, archiving, storing, caching, publicly performing, publicly displaying, reformatting, translating, transmitting, excerpting, and distributing them for any purposes that we deem necessary, including commercial, advertising, and uses necessary for our exploitation of the Contributions. Furthermore, you grant us the right to sublicense these Contributions to third parties for our advertising, marketing, and other business purposes. We may make use of the Contributions in any format and via any media channels that we deem appropriate.

This license that you grant to use shall apply to any and all forms, media, or technologies currently known or developed from now on, and shall include our right to make use of your name, company name, and franchise name, as applicable to you, and any of the following items you provide us: trademarks, service marks, trade names, business logos, and personal or commercial images. Furthermore, you also agree to waive any and all moral rights that you might have in your Contributions, and you represent and warrant that moral rights have not been raised in your Contributions.

We will not make or assert any claim of ownership over the Contributions that you provide to us to use. You will always remain in full effect the owner of all of your Contributions and any and all of the intellectual property rights or other proprietary rights that are connected with them. Additionally, we shall not be held liable for any comments, statements, representations, or remarks that are contained within the Contributions that you provide to us that are contained on our website. You shall remain solely responsible for the Contributions after they are posted to our website, and you hereby agree to indemnify us from and against any and all responsibility and claims arising from the Contributions and further agree to not raise any legal claims against us in regards to the Contributions.

We retain the right to do the following actions at our sole discretion and without reservations:

1. Edit, redact, or in any other way make changes to the Contributions.
2. Recategorize the Contributions to place them on our website in a more appropriate place.

3. Prescreen and delete any of your Contributions, for whatever reason and at any time that we deem appropriate, without giving your prior notice. We have no duty or obligation to observe or monitor the Contributions once they are sent to us by you and posted on our website.

SUBMISSIONS

You understand and agree that any and all questions, comments, feedback, or any other information that you send to us via our website (hereinafter referred to as “Submissions”) are to be considered non confidential and once uploaded shall be considered solely our property. Any and all intellectual property rights shall be considered the exclusive property of us, and we shall be permitted to make use of these Submissions for any and all purposes, without restrictions, acknowledgments, or compensation to you. By sending us these Submissions, you are hereby waiving any and all moral rights to them, and you warrant that all Submissions are your original creations and that you are fully authorized to send them to us. You further acknowledge and agree that you shall not have any ability to raise a claim against us for any potential or real infringement, misappropriation, or any other mishandling of any proprietary rights in the Submissions.

SITE MANAGEMENT

Pursuant to these Terms, we reserve the right to do the following actions, without any restrictions or obligations attendant to them:

1. Monitor our website for any and all violations of these Terms.
2. Take legal action against any individuals or entities who violate these Terms, at our sole discretion as to how they have done so and reporting them to the appropriate legal authorities.
3. Refusing or restricting any users’ access to your Contributions, or limiting their access to it, at our sole discretion.
4. To limit, remove, or disable all files and content of an excessive size or that are harmful to the function of our website, in our sole discretion and without liability, limitation, or notice.
5. In all other respects manage our website in accordance with its design to protect our rights, our property, our users, and to assist in the maintenance of our website for its proper function.

ANTI-ONLINE IDENTITY THEFT & CREDIT CARD FRAUD POLICY

We always reserve the right to verify any and all credit cards that you might use on our website for authenticity to help fight against identity theft. We shall do our best to do so in a respectful and private manner, and might show special scrutiny to international purchases.

After we are done verifying their authenticity, we shall destroy the credit card information that you provide to us, and we shall not use this information in any other way except for verifying the card and shipping information, as we seek to fight against identity theft and credit card fraud.

PRIVACY POLICY

We at **Arianna Celeste Photography** are committed to protecting your personal information, your privacy, and your security when you visit our website. In light of that, we would like to encourage you to review the Privacy Policy that we have created for our website. When you use our website, you are explicitly agreeing to be bound by our Privacy Policy, which shall be considered to be incorporated into these Terms by reference. Our website is hosted in the United States, and we would like to advise you that if you access our website from another country with different laws or regulations governing personal information collection, use, and distribution, then by your continued use of our website you are agreeing to be bound by the laws of the United States, and consent to having your information transferred to the United States and processed there.

TERM AND TERMINATION

These Terms shall fully govern your use of our website at all times while you are on our website. Despite anything to the contrary, we reserve the right to refuse you access and/or use of our website at our sole discretion and without prior notice, for any reason and regardless of whether you have breached any covenants, representations, or warranties that are present in these terms or are created by any laws or regulations. Additionally, we reserve the right to terminate your use and/or access to our website as well as to access your account, make modifications, and fully delete your account along with any and all content that you have uploaded to our website, entirely at our sole discretion and without giving any reason or notice to you.

If for whatever reason, we decide to terminate or delete your account with our website, you are expressly forbidden from creating a new account under either your own name, a new name, a pseudonym or any other person's name, even if you may be lawfully acting on the behalf of a third party. Furthermore, in addition to these aforementioned remedies, we also reserve the right to file legal claims against you, without limitation to damages, in seeking both injunctive and monetary relief, in civil or criminal proceedings.

MODIFICATIONS AND INTERRUPTIONS

We reserve any and all rights to make changes, modify, or remove content from our website at any time, at our sole discretion, and for any reason without giving you any prior notice. We have no obligations or duties to update any of the content and information that we host on our website. Furthermore, we reserve the right to modify or delete any and all portions of our website without giving users any notice, at any time we deem necessary. Additionally, we cannot be held liable by your or any other third party for any changes, price alterations, content suspensions, or discontinuations on our website.

We do not offer any assurance that our website will be available at all times that you may wish to access it. Various issues ranging from hardware or software malfunctions, or other issues may arise that require us to take our website offline while we perform the necessary maintenance. This will result in interruptions of service to our website, delays, or other errors. We further reserve the right to make changes, revisions, updates, suspension, discontinuations, or other necessary modifications to our website at our sole discretion and without notice and at any time. By your use of our website, you agree that we cannot be held liable for any losses, damages, or inconveniences that you may experience due to your inability to use or access our website. Nothing contained herein shall be construed as to oblige us to maintain or support our website, or to make any corrections, updates, or releases in connection with them.

GOVERNING LAW

These Terms and your use of our Site are governed by and construed in accordance with the laws of the State of [State] applicable to agreements made and to be entirely performed within the State of [State], without regard to its conflict of law principles. You agree and consent to the jurisdiction of the appropriate court in the County of [County] in the State of [State] to resolve any dispute arising under these Terms (and agree not to commence any action, suit, or proceeding relating thereto except in such courts).

DISPUTE RESOLUTION

Informal Negotiations

In order to assist in the quick and efficient resolution of any legal claims or disputes between the Parties in regards to these Terms brought by either party, the Parties do hereby agree to, before seeking any mediation, arbitration or litigation proceedings, attempt to resolve the dispute first through an informal negotiation process. Such a process may be initiated through a written notice sent from one party to the other. Such negotiations shall commence upon the nearest available date for both Parties, and shall last for a minimum period of thirty (30) days, up to a maximum of

ninety (90) days. If both Parties agree that negotiations will not yield a satisfactory result, this period may be waived by their joint agreement in writing.

Cooperative Mediation

If a dispute arises out of or relates to these Terms or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

Binding Arbitration

Any and all disputes or disagreements arising under these Terms upon which an amicable understanding cannot be reached, shall be decided by arbitration in accordance with the procedural and substantive rules of the American Arbitration Association. The Parties agree to be bound by the decision of the arbitrator(s). The arbitration proceeding shall take place in [County], [State] unless another location is mutually agreed to by the Parties. 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.

Restrictions

The Parties to these Terms understand and agree that any and all negotiations, mediations, and arbitrations shall be limited in their scope to the dispute between the Parties individually. So long as it is permitted by law, the Parties agree that they shall not join their arbitration with any other party or legal proceedings. Neither party under these Terms is permitted nor authorized to have the dispute arbitrated in a class-action manner, or under mechanisms similar to class action judicial proceedings. Furthermore, the Parties shall not be permitted or authorized to bring their dispute in the capacity of a representative on the behalf of any other person, group of persons, or for the benefit of the public.

Exceptions to Informal Negotiations, Cooperative Mediations, and Binding Arbitrations

Both Parties agree to that the following Disputes that are not covered by the above provisions regarding negotiations, mediations, and arbitrations:

1. Any and all Disputes that seek to enforce, protect, or concern the validity of any of either party's intellectual property rights.

2. Any and all Disputes that relate to or are the result of allegations of theft, piracy, invasion of privacy, or unauthorized use of any content on our website.
3. Any claims for injunctive relief.

If any part of this provision is found to be unenforceable or illegal, then both Parties will be prevented from seeking to arbitrate a Dispute that falls under this provision that is found to be either illegal or unenforceable in that jurisdiction. Any Disputes shall then be decided by a court of competent jurisdiction within the state listed above, and both Parties shall submit to the personal jurisdiction of said court.

CORRECTIONS

Some of the information on our website may contain errors, such as grammatical errors, inaccurate information, omissions, and other errors. To address this, we hereby reserve the right to make changes to correct any errors, inaccuracies, or omissions that we may find, and to change or update any of the information on our website at any time, without notice to you, to make these corrections.

WEBSITE DISCLAIMER

Our website is available to you on an as-is, as-available basis. You understand that when you use our website you are doing so at your own, individual risk. To the maximum extent permitted under applicable law, we do hereby disclaim any and all warranties, express or implied, in regards to our website and the manner in which you use it, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

We make no representations or warranties regarding the accuracy or the completeness of the information, content, or material on our website, or the content of any other websites that may be linked to our website. Furthermore, we assume no responsibility, or liability for any of the following:

1. Any and all errors, inaccuracies, mistakes, or omissions in the content or materials on our website.
2. Any and all personal injuries or damages to property, of any kind as a result of your use of our website.
3. Any and all unauthorized use or access of our website's servers, as well as any and all personal or financial information contained on our website.
4. Any and all interruptions or disruptions of information from our website.
5. Any and all glitches, bugs, computer viruses, malicious software, trojan horses, or other similar malware which might be uploaded to our website by you or a third party.

6. Any and all errors, inaccuracies, mistakes, or omissions in any of the content or materials that may be posted on our website, as well as any damage or losses that you might incur as a result of the aforementioned errors in content or materials available on our website.

We do not provide any warranties, endorsements, guarantees, representations, assurances, nor do we assume responsibility for and of the products or services that are available on our website via a third party seller, or through any hyperlinks to other websites, or any other websites or mobile applications that might be displayed in any advertisements. We will not join in or assume the responsibility for any transactions or orders that you make between you and any third parties that sell products or services. We advise you to use your own judgment and to be cautious when dealing with a third-party seller of any products or services.

SERVICES DISCLAIMER

Except as expressly set forth herein, we make no warranties or representations, either express or implied, concerning our services and we expressly disclaim warranties of fitness for a particular use or purpose, the warranty of merchantability, and any other warranty implied by law. By using any of our services, you are assuming the risk that you may sustain any type of injury, both physical and monetary, and that you will not hold us liable for the damages that you may sustain.

LIMITATIONS OF LIABILITY

Under no circumstances shall we, or any of our employees, directors, or against be responsible or liable to you or any other third party for any direct, indirect, consequential, exemplary, incidental, special, punitive, or treble damages, including but not limited to, lost profits, revenues, data, or other harm that stems from your use of our website, even if we are aware of the possibility of such damages occurring. Regardless of anything else contained in these Terms, our liability is limited at all times to the amount of money which has been paid to us by you, in any claims, causes of action, or other legal proceedings that you shall file against us. Under some jurisdictions within the United States and abroad we are precluded from limiting our liability for implied warranties or excluding/limiting certain types of damages. If any of these should apply to you, some of the language in this section may not apply to you and you might have other rights under these Terms.

INDEMNIFICATION

As a condition of using our website, you agree to defend, indemnify, and generally hold us harmless, along with any and all of our subsidiaries, business affiliates, and all other persons, officers, partners, employees, contractors, and agents, from and against any losses, damages,

liabilities, claims, or demands whatsoever, including attorneys' fees and legal costs, made by any third parties arising out of any of the following situations:

1. Your Contributions to our website.
2. Your use of our website.
3. Your Breach of these Terms or any of our other policies.
4. Any breaches of your obligations or representations as stated in these Terms.
5. Your violation of any third party's rights, such as intellectual property rights.
6. Any other overtly harmful acts toward other users of our website that you have contacted through our website.

Regardless of anything already stated, we reserve the right, to the exclusion of you, of having sole discretion and control over the defense in any legal proceeding for which you have agreed to indemnify us under these Terms, and you further agree to cooperate with us, at your own expense, with respect to our defense of those claims. We shall try and use our best efforts to alert you of the existence of any such claims, or legal proceedings which are subject to this indemnification.

USER DATA

We keep specific information that you transmit to our website for the purpose of assisting in the performance of our website, in addition to information regarding how you have made use of our website. Although we try to create scheduled backups of this information, you are solely responsible for maintaining all of the information that you have sent to us or that relates to your activity on our website. You understand and agree that we cannot be held responsible or liable to you for any loss, damage, disruption, or corruption of any of the data you send us, and you also waive any and all rights to a cause of action against us arising out of such a situation as previously described.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

By visiting our website, sending us emails, and completing our online forms you are engaging in electronic communications with us. You then are consenting under these Terms to receive electronic communications from us, and you agree that all agreements, notices, disclosures, and any other communications that we send to you electronically, through email and our website, shall fully comply with any of the legal requirements that require us to communicate to you in writing. You further agree that you consent to the use of electronic signatures, contracts, orders, and other recording means, and to use the electronic delivery of notices, policies, and records of transactions by us or through the website. You additionally waive any and all rights or duties under any applicable laws, regulations, rulings, ordinances, or other requirements in any

jurisdiction which require an original signature or delivery or recording of the material in an analog, non-digital format, or to payments or the granting of store credit or transfer of credit by any means other than electronic.

CALIFORNIA USERS AND RESIDENTS

If you have any unresolved complaints with us, or if they have not been resolved to your satisfaction, then you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

MISCELLANEOUS

These Terms and any and all of our policies or regulations that are posted on our website, or that are in relation to our website, shall constitute the entirety of the agreement and the understanding between you and us. Any failure on our part to exercise or enforce any of our rights or provisions under these Terms shall not be deemed a waiver of such right or provision, and shall not affect our ability to enforce them. These Terms shall be operative to the fullest extent permitted by law. We may need to assign any or all of our rights and/or our obligations under these Terms at some future date at any time. You cannot hold us responsible for or liable to you for any losses, damages, delays, or failures to act caused by any cause beyond our ability to reasonably control. If for any reason, any provision or part of these Terms is found to be unenforceable, void, or unlawful, then that provision or part of these Terms shall be severable from the rest of these Terms and shall not operate or be construed as affecting the validity or enforceability of the remainder of these Terms. Nothing in these Terms shall be construed as creating a joint venture, partnership, employment, or agency relationship between the Parties. You hereby agree that these Terms cannot be construed against us solely on the basis of us having drafted them. Furthermore, you also hereby waive any and all defenses that you may have had based on the electronic version of these Terms, and the lack of a signature from the Parties who have executed these Terms.

FORCE MAJEURE

We are not responsible for any delay of our performance or our inability to perform if the aforementioned performance becomes impossible, illegal, and/or impractical due to, but not limited to, fire, riot, acts of God, terrorism, war, epidemics, pandemics, contagions, states of emergency, or other Force Majeure events that are beyond our ability to reasonably control.

CONTACT US

If you desire to contact us to solve any issues or file any complaints with us regarding our website, or if you would like to obtain additional information related to our website or your use of our website, please feel free to contact us at ariannacelestephoto@gmail.com.