## **TERMS OF USE**

This website domain is owned and operated by Creative Ave Marketing, LLC. Creative Ave Marketing, LLC is a social media and marketing agency with a membership platform. Use of this domain or any sub-domains constitutes acceptance of these terms of use ("Terms").

Throughout this site and these in these Terms, the words "I," "we," "me," "us," "my," or "our" refer to the business entity Creative Ave Marketing, LLC. Accordingly, the words "you" or "your" refer to any user of this website.

### **DISCLOSURE**

Creative Ave Marketing, LLC works with several affiliate programs, including but not limited to Amazon Affiliates. By clicking through and purchasing items on third-party websites that Creative Ave Marketing, LLC links to, Creative Ave Marketing, LLC may receive a commission.

Creative Ave Marketing, LLC also occasionally partners with brands on sponsored posts and may receive gifted items. Any sponsored post will be indicated by language similar to "thank you to 'brand name' for sponsoring this post!" while any gifted items will be indicated by "c/o" standing for "courtesy of."

#### **SCOPE**

This website, including any and all information, services, and products is made available to you on the condition of your acceptance of these Terms. New information, products, and/or services added to this website are subject to the current Terms. Please read these terms prior to engaging with content on my website.

Additionally, Creative Ave Marketing, LLC reserves the right to update, change, or replace any part of these Terms as needed.

#### **GENERAL CONDITIONS**

By agreeing to these Terms, you consent that you are at least (a) the age of majority in your jurisdiction; or (b) that you are at least the age of majority in your jurisdiction and you have given us permission to let any minors in your charge to use our site.

You must not use this website or any associated social media channels to transmit any worms, viruses, or any code of a destructive nature; promote or distribute hateful, discriminatory, or provocative language; or break the law or incite others to break the law.

Creative Ave Marketing, LLC reserves the right to block anyone and/or refuse service to anyone for any reason at any time.

Please be mindful that it is against the law to reproduce, duplicate, copy, sell, resell or exploit any photographs and/or copy any information provided by and produced by Creative Ave Marketing, LLC. All material authored by Creative Ave Marketing, LLC is considered copyrighted.

As part of Creative Ave Marketing, LLC's website, Creative Ave Marketing, LLC may make recommendations and/or may provide access to optional third-party services, over which she has no control. Creative Ave Marketing, LLC provides access to these third parties as a courtesy, but Creative Ave Marketing, LLC does not endorse any third-

party service. By accessing these third-party services, you agree that they are provided "as is" without any warranty on our part, and that we will not be held liable for any consequences as a result of your use.

Third-party services are subject to the terms put forth by that third party. It is your responsibility to become familiar with their policies.

#### ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

We are not responsible for information obtained from this website that is not accurate, complete, or current. This includes but is not limited to general information; historical information; product descriptions, specifications, or prices; advertisement or sale terms; or images or illustrations.

You shouldn't rely on the information on this website as a sole basis for making decisions. If you choose to rely solely on the information available on this site, you do so at your own risk.

Creative Ave Marketing, LLC is under no obligation to correct inaccuracies in the information available on our website, except as required by law.

Occasional inaccuracies or typographical errors may occur.

#### **USER SUBMITTED CONTENT**

Occasionally you as a user may be solicited for certain specific submissions (i.e. contest entries) or may be allowed to submit content without solicitation (i.e. suggestions, feedback, or other comments). By submitting these comments, whether by website, email, or otherwise, you agree that we may publish, share, or otherwise distribute the content without restriction. We are under no obligation to maintain confidence or privacy.

By submitting content, you agree that you are not violating the right of any third-party, nor submitting libelous or abusive content; you may not use a false name or identity or mislead other users or us as to the purpose of your content. Additionally, you agree that you understand that your content may be transferred unencrypted.

We reserve the right to edit or remove any user-submitted content at our sole discretion. We are not responsible or liable for the comments left by you or any user or third party.

### **SUMMARY OF PROHIBITED USES**

In addition to other prohibitions as set forth in these Terms, you are prohibited from using this site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the site or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the site or any related website, other websites, or the Internet. We reserve the right to terminate your access to the site or any related website for violating any of the prohibited uses.

#### **SUMMARY OF DISCLAIMERS**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of our service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Creative Ave Marketing, LLC, be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Creative Ave Marketing, LLC and our affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and any future and/or current employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

### **SEVERABILITY**

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **PROTECTIONS**

The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

## **GOVERNING LAW**

These Terms and any separate agreements whereby we provide you services shall be governed by and construed in accordance with the laws of the state of Ohio.

## **CHANGES TO TERMS**

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to our website. It is your responsibility to check our website periodically for changes.

Your continued use of or access to our site or services following the posting of any changes to these Terms constitutes acceptance of those changes.

# **CONTACT INFORMATION**

Questions about the Terms of Use should be sent to <a href="mailto:hello@creativeaveco.com">hello@creativeaveco.com</a>