

Terms and Conditions of Use

WWW.SOGOODDESIGNS.COM

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Use and Consent

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These Terms and Conditions are entered into by and between K. Rollins, LLC of So Good Designs (hereinafter “we,” “our,” “us”) and you.

As a user of our Website, you agree to these Terms and Conditions, and your use of our website constitutes your voluntary acceptance to be bound by these terms, whether you have read them or have had the opportunity to read them and have chosen not to.

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Indemnification

You agree at all times to defend, hold harmless, and indemnify K. Rollins, LLC of So Good Designs, and its subsidiaries, affiliates, agents, officers, directors, employees, or partners, from any claim, demand, cause of action, including attorney's fees and costs, arising from your use of our Website or its content, or materials requested through email, as well as any third party claims of any kind arising from your actions in relation to our Website (including any content you submit, post to, or transmit through our Website).

Should we be required to defend ourselves in any action directly or indirectly involving you, you agree to provide any documents, testimony, evidence, or other information we deem useful to us free of charge.

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You agree that you will not post, transmit, upload, perform, or otherwise make available any User Content that is:

- Harmful, threatening, defamatory, abusive, harassing, obscene, vulgar, hateful, pornographic, or otherwise objectionable;
- Advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; or
- Advertises or otherwise solicits funds or is a solicitation for goods or services.

You agree to use this Website for lawful purposes only and agree not to violate or attempt to violate any security features of our Website including, but not limited to:

- Accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access;
- Attempting to probe, scan, or test the vulnerability of our Website or any associated system or network, or to breach security or authentication measures without proper authentication;
- Interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to our Website, overloading, “flooding,” “spamming,” “mail bombing,” or “crashing;”
- Using our Website to send unsolicited email, including, without limitation, promotions or advertisements for products or services;
- Forging any TCP/IP packet header or any part of the header information in any email or in any posting to our Website; or
- Attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by K. Rollins, LLC of So Good Designs in providing our Website.

You understand that any violation of system or network security may subject you to civil and/or criminal liability. K. Rollins, LLC of So Good Designs intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms and Conditions or of any applicable laws.

Testimonials

Our Website may feature testimonials from time to time. They are examples. While these testimonials are accurate and honest portrayals of actual clients or customers sharing their opinions about our Website, products and/or services, they are not a guarantee that all clients or customers will have the same, similar, or better experience.

No Formal Endorsements

Any reference or link to any other companies, events, services, or products, on our Website, blog, or in our emails does not guarantee your success and/or satisfaction with and is not an endorsement of said companies, events, services, or products.

You understand and agree that you must use your own judgment to determine whether any other companies, events, services, or products would be beneficial to you and/or your business.

You agree that we shall have no liability should you choose to make a purchase from any referenced company, event, service, or product and become dissatisfied. You agree to indemnify and hold us harmless should this occur.

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We may choose to provide an affiliate link to products and/or services that we believe align with our own products and/or services from time to time. You understand that we may receive financial compensation or other payment as a result of your purchase of a product and/or service using the link.

You understand and agree that you must use your own judgment to determine whether to make a purchase using an affiliate link. You agree that we shall have no liability should you choose to make a purchase from an affiliate link and become dissatisfied. You agree to indemnify and hold us harmless should this occur.

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From time to time, we may provide a link to a third-party website. These links are provided for your education and information only and are not an endorsement by K. Rollins, LLC of So Good Designs. If you use those links, you leave our Website.

You agree that K. Rollins, LLC of So Good Designs is not responsible for the content, availability, or accuracy of other websites that may be linked to our Website. We make no warranty of any kind, whether express or implied, regarding third-party content, availability, or accuracy.

By clicking on a link to a third-party website, you agree that you are doing so of your own discretion, volition, and at your own risk. You agree that K. Rollins, LLC of So Good Designs is not liable for any damage or loss caused by your access to or use of information, materials, products, or services contained on and/or purchased from any linked third-party website.

By clicking on a link to a third-party website, you may allow third-parties to collect and/or share your personal information. The privacy policies and terms and conditions on those third-party

websites may differ from our Website. You are encouraged to read the privacy policies and terms and conditions of every linked third-party website that you visit.

Termination

We reserve the right to terminate your access to our Website, in full or in part, at any time for any reason.

Dispute Resolution and Jurisdiction

These Terms and Conditions shall be governed and construed according to the laws of the State of Kentucky, without regard to conflict of laws principles. The nearest state and federal court to Crestwood, Kentucky shall have exclusive jurisdiction over any case or controversy arising from your use of our website or its content, or via materials requested through email.

By using our Website or its content, or via materials requested through email, you submit to the exclusive jurisdiction and venue of these courts and waive any defense of forum non conveniens.

In the event that K. Rollins, LLC of So Good Designs must make a claim for any breach of these Terms and Conditions by negotiation, litigation, mediation, or arbitration, we shall be entitled to recover attorney's fees and costs.

Severability

If any provision of these Terms and Conditions shall be declared unenforceable or invalid, all remaining provisions shall remain in full force and effect.

Modification of Terms and Conditions

We reserve the right, in our sole discretion, to change, modify, add, or delete portions of these Terms and Conditions at any time without notice, and it is your responsibility to review these Terms and Conditions for any changes. Such changes are effective immediately upon us posting the revised Terms and Conditions. Your use of the Website following any change(s) to these Terms and Conditions will constitute your agreement and acceptance of the revised Terms and Conditions.

We recommend that you check the Terms and Conditions when you visit our Website to be sure that you are aware of our most current policies.

IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THESE TERMS AND CONDITIONS, PLEASE CONTACT: hello@katierollins.com