

Terms of Service for SarahHudock.com

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This agreement is in effect as of April 17, 2021. I reserve the right to change this User Agreement from time to time without notice. You acknowledge and agree that it is your responsibility to review this User Agreement periodically to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgment and agreement of the modified terms and conditions.

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Hyperlink

In principle, direct hyperlink to "Sarah Hudock" is allowed to everyone. Note however, that I may request removal of the link to my site if the contents of your linking site are contrary to the purpose of my own. Please inform me when you have established a link to my site.

Sharing

Sharing material on social media is encouraged, but I request that you link back to this website when you do. Sharing is important to me, as I am an independent artist and I want other people to come see my website. It's one of the most important ways for me to get the word out, so I do appreciate it when you share.

Please be aware however that sharing is very different from USING my photos to print out and sell, to make crafts to sell, to use in your printed material, or to offer to other people for download/sale. Such use is expressly prohibited. You CAN get in trouble for this. (Yes, even if you didn't know any better.) Please also see this link about how to legally use online photos.

Responsible Use and Conduct

By visiting my website and accessing the information, resources, services, products, and tools I provide for you, either directly or indirectly (hereafter referred to as 'Resources'), you agree to use these Resources only for the purposes intended as permitted by (a) the terms of this User Agreement, and (b) applicable laws, regulations and generally accepted online practices or guidelines.

Wherein, you understand that:

- a. In order to access my Resources, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process, or as part of your ability to use the Resources. You agree that any information you provide will always be accurate, correct, and up to date.
- b. You are responsible for maintaining the confidentiality of any login information associated with any account you use to access the Resources on SarahHudock.com.
- c. Accessing (or attempting to access) any SarahHudock.com Resources by any means other than through the means I provide is strictly prohibited. You specifically agree not to access (or attempt to access) any of my Resources through any automated, unethical or unconventional means. (No hacking, people.)
- d. Engaging in any activity that disrupts or interferes with my Resources, including the servers and/or networks to which my Resources are located or connected is strictly prohibited.
- e. Attempting to copy, duplicate, reproduce, sell, trade, or resell my Resources is strictly prohibited.
- f. You are solely responsible any consequences, losses, or damages that I may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained above, and may incur criminal or civil liability.
- g. I may provide various open communication tools on my website, such as blog comments, blog posts, product ratings and reviews, various social media services, etc. You understand that generally I do not pre-screen or monitor 100% of the content posted by users of these various communication tools, which means that if you choose to use these tools to submit any type of content to my website, then it is your personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that:
 - i. Is illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains any type of suggestive, inappropriate, or explicit language;
 - ii. Infringes on any trademark, patent, trade secret, copyright, or other proprietary right of any party;
 - iii. Contains any type of unauthorized or unsolicited advertising;

liii. Impersonates any person or entity, including any SarahHudock.com employees or representatives.

I have the right at my sole discretion to remove any content that I feel in my judgment does not comply with this User Agreement, along with any content that I feel is otherwise offensive, harmful, objectionable, inaccurate, or violates any copyrights or trademarks. I am not responsible for any delay or failure in removing such content. If you post content that I choose to remove, you hereby consent to such removal, and consent to waive any claim against me.

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i. You agree to indemnify and hold harmless Sarah Hudock and its parent company and affiliates, and their directors, officers, managers, employees, donors, agents, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this User Agreement or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. I reserve the right to take over the exclusive defense of any claim for which I am entitled to indemnification under this User Agreement. In such event, you shall provide me with such cooperation as is reasonably requested.

Privacy

Your privacy is very important to me, which is why I've created a separate [Privacy Policy](#) in order to explain in detail how I collect, manage, process, secure, and store

your private information. My privacy policy is included under the scope of this User Agreement.

Limitation of Warranties

By using my website, you understand and agree that all Resources I provide are "as is" and "as available". This means that I do not represent or warrant to you that:

- i) the use of Sarah Hudock Resources will meet your needs or requirements.
- ii) the use of Sarah Hudock Resources will be uninterrupted, timely, secure or free from errors.
- iii) the information obtained by using Sarah Hudock Resources will be accurate or reliable, and
- iv) any defects in the operation or functionality of any Sarah Hudock Resources I provide will be repaired or corrected. Furthermore, you understand and agree that:
 - v) any content downloaded or otherwise obtained through the use of Sarah Hudock Resources is done at your own discretion and risk, and that you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download of such content.
 - vi) no information or advice, whether expressed, implied, oral or written, obtained by you from Sarah Hudock or through any Resources I provide shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in this User Agreement.

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Governing Law

This website is controlled by Sarah Hudock from my office located in the state of Vermont, USA. It can be accessed by most countries around the world. As each country has laws that may differ from those of Vermont, by accessing my website you agree that the statutes and laws of Vermont, without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this website and the purchase of any products or services through this site.

Furthermore, any action to enforce this User Agreement shall be brought in the federal or state courts located in USA, Vermont. You hereby agree to personal jurisdiction by such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

Guarantee

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Contact Information

If you have any questions or comments about these Terms of Service as outlined above, please contact me at:

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