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## Terms of Service for SarahHudock.com

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This agreement is in effect as of August 26, 2024. 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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### 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 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.

## 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.
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- 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;

iiii. 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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All information provided as part of my registration process is covered by my Privacy Policy.

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:

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- 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:
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