

## **TERMS OF SERVICE**

By visiting [www.imperfectlysustainable.org](http://www.imperfectlysustainable.org) you are consenting to terms of service.

### **OVERVIEW**

By using [www.imperfectlysustainable.org](http://www.imperfectlysustainable.org), referred to as this “Site”, all visitors, referred to as “user”, “you” and “your”, are bound by these terms of service. The terms “we”, “us” and “our,” refer to Imperfectly Sustainable LLC (“company”), owner of [www.imperfectlysustainable.org](http://www.imperfectlysustainable.org). Accessing this Site constitutes a use of the Site and acceptance to the Terms provided herein.

By using the Site, you agree to these Terms of Service, without modification, and acknowledge reading them. We reserve the right to change these Terms of Service or to impose new conditions on use of the Site, in which case we will post the revised Terms of Service on this Site. By continuing to use the Site after we post any such changes means you accept the new Terms of Service with the modifications.

### **SITE USE**

To access or use the Site, you must be 18 years or older and have the requisite power and authority to enter into these Terms of Service.

In order to use the Site, you may be required to provide information about yourself including your name, email address, and other personal information. You agree that any registration and/or billing information you give the Company will always be accurate, correct, and up to date. You must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorized purpose. You must not, in the use of the site, violate any laws in your jurisdiction.

You may use the site and service for lawful purposes only. You shall not post or transmit through the Site any material which violates or infringes the rights of others, or which is threatening abusive to familiarity, the various invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable contains injurious formulas, recipes or instructions which encourages conduct that would constitute a criminal offense give rise to civil liability or otherwise violate any law.

### **PURCHASE AND REFUND POLICY**

By clicking “Buy Now”, “Purchase”, or any other phrase on the purchase button, or entering your credit card information, or otherwise enrolling, electronically, verbally or otherwise, you (Client) agree to be provided with products, programs, or services by the company. No refunds will be given for any products purchased online.

### **IMPERFECTLY SUSTAINABLE INTELLECTUAL PROPERTY**

The site and service contain intellectual property owned by Samantha Hoeldtke, including, without limitation, trademarks, copyrights, proprietary information, and other intellectual property, as well as the company. [www.imperfectlysustainable.org](http://www.imperfectlysustainable.org), logo, all designs, text, graphics, photographs, other files, and the selection and arrangement thereof. You may not modify publish transmit, participate in the transfer of sale of, create derivative works from, distribute, display, reproduce, or perform, or in any way exploit in any format whatsoever, any of the Site or Service content or intellectual property, in whole or in part

without prior written consent. We reserve the right to immediately remove you from the Site and Service without refund if you are caught violating this intellectual property policy.

### **THIRD PARTY RESOURCES**

The site in the service may contain links to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content or policies of third party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with the company. You acknowledge sole responsibility for and assume all risk arising from you for use of any such website or resources.

### **INDEMNIFICATION**

You shall indemnify and hold us harmless from and against any and all losses, damages settlements, liabilities costs, charges, assessments and expenses, as well as third party claims in causes of action, including without limitation, attorneys' fees, arising out of any breach by you of any of these terms of service or any use by you of the Site or Service. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records and reasonable access to you as we deem necessary. You shall not settle any third party claim or waive any defense without prior written consent.

### **RELEASE OF CLAIMS**

In no event will the company be liable to any party for any type of direct, indirect, special, incidental, or consequential damages for any use of or Reliance on her Site or its Content you hear by release the Company from all any in all claims including those related to Personal or business interruptions is application or information or any other loss condition or issue.

### **ONLINE COMMERCE**

Certain sections of the Site where its Content may allow you to make purchases from us or from other merchants. If you make a purchase for us on or through our Website or its Content, all information obtained during your purchase or transaction, and all of the information that you give as part of the transaction such as your name. Add press method of payment, credit card number, and billing information may be collected by both of us. The merchant and our payment processing company.

You're participation correspondence or business dealings with any affiliate. Individual or company found on or through our website. All purchased terms, conditions, representations, or warranties associated with payment refunds, and/or delivery related to your purchase are solely between view. In the merchant, you agree that we shall not be responsible or liable for any loss, damage, refunds or other matters of any sort that encourage as the result of such dealings with a merchant.

We have no responsibility or liability for these independent policies of the payment processing companies and Merchants. In addition, when you make certain purchases through our Site or its Content, you may be subject to the additional Terms & Conditions of a payment processing company, Merchant or us, that specifically apply to your purchase. For more information regarding a Merchant and its Terms & Conditions that may apply, visit that Merchant's website and click on its information links or contact the merchant directly.

You release us our affiliates, our payment processing company, and merchants from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase through or use of our Website or its Content.

#### **GOVERNING LAW; VENUE; MEDIATION**

These Terms shall be construed in accordance with, and governed by, the laws of the state of Michigan. If a dispute is not resolved first by good-faith negotiation between the parties to disagreement, every controversy or dispute to the agreement will be submitted to the American Arbitration Association, the arbitration shall occur within ninety (90) days from the date on the initial arbitration demand and shall take place in Michigan or via telephone. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators (which will provide for the payment of cost, including attorneys' fees) will be absolutely binding and conclusive and not subjected to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity as circumstances may indicate.

#### **SEVERABILITY**

If any term provision, covenant or condition of these Terms is held by an arbitrator or court of competent jurisdiction to be invalid, void or unenforceable, the rest of the agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

#### **ASSIGNMENT**

These Terms of Service bind and inure to the benefit of the parties' successors and assigns. These terms of service are not assignable, delegable, or otherwise transferable by you. Any transfer, assignment or delegation by you is invalid.

#### **ENTIRE AGREEMENT, WAIVER HEADINGS**

These Terms constitute the entire agreement between you and the Company pertaining to the Site and Service and supersedes all prior and contemporary agreements, representations and understandings between us. No waiver of any of the provisions of the Agreement by the Company shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Company. The subject headings of the agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

If you have questions or concerns regarding these Terms of Service please email:  
[imperfectly.sustainable2022@gmail.com](mailto:imperfectly.sustainable2022@gmail.com)