

#### **TERMS OF SERVICE**

Effective Date: 9/29/2021

The terms "we", "us", and "our" refer to Magical Mountain Weddings "Company").

The terms "Site(s)" refers to www.magicalmountainweddings.com ("Site(s)").

On the Site, we provide: Wedding and Event Planning and Coordination ("Service(s)").

The term "user," "customer," "you," and "your" refers to visitors, users and customers of the Site and/or Service.

**By using our Site and/or Service, whether made available for purchase or not, you are agreeing to the following Terms of Service, our Privacy Policy (located here [insert link where users can find your Privacy Policy] or any other agreement that governs your use of our Site or Service (collectively, "Agreements"). You should not use our Site or Service if you do not agree with the terms and conditions contained in these Agreements.**

#### **USE OF THE SITE AND SERVICE**

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

#### **LAWFUL PURPOSES**

You may use the Site and/or Service for lawful purposes only. You agree to be financially responsible for all purchases made by you. You agree to use the Site and/or Service and to purchase services or products for legitimate purposes only. You shall not post or transmit through the Site and/or Service any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, 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.

#### **ACCOUNT CREATION**

In order to use the Site and/or Service, you may be required to provide information about yourself including your name, email address, username and password and other personal information. You agree that any account information you provide on the Site or to 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 and/or Service, violate any laws.

#### **REFUSAL OF SERVICE**

We reserve the right to refuse access to the Site and/or Service to any person or entity, without the obligation to assign a reason for doing so. We reserve the right to immediately remove you from the Site and/or Service, without refund, if you violate these Terms of Service or other Agreements governing your use of the Site and/or Service.

#### **Request for Refund**

Within 7 calendar days of your purchase, you may request a refund of the amount you paid for the purchase. To request a refund, please contact Lesley Hanley with the following information:                      Date of Purchase/amount of purchase                     

The Company will process your return promptly upon receipt of the returned product. The refund will be credited back to the original method of payment. Please note that it may take one or two billing periods before refunds appear on your billing statement.

Requests for refunds will not be honored 7 calendar days after the purchase date and any outstanding balance owed to the Company for the purchase must be paid in full.

Personalized or custom items as well as items marked final sale cannot be returned or exchanged.

#### **DISCLAIMER**

The Company may share the successful results of its users or customers on the Site and/or Service. Such examples are not to be interpreted as a promise or guarantee, verbally or in writing, regarding your results, future earnings, business profit, marketing performance, audience growth, or results of any kind. By accessing the Site and/or Service, you accept, agree and understand that you are fully responsible for your progress and results from your participation. We do not guarantee that you will get any results using any of our ideas, tools, strategies or recommendations, and nothing in our Site and/or Service is a promise, warranty or guarantee to you of such results.

#### **ERRORS, INACCURACIES, AND OMMISIONS**

Information provided on the Site and/or Service is subject to change. Company makes no representation or warranty that the information provided, regardless of its source, is accurate, complete, reliable, current or error-free. Company disclaims all liability for any inaccuracy, error or incompleteness in the provided information.

#### **OUR INTELLECTUAL PROPERTY**

The Site and/or Service contain intellectual property owned by the Company ("Company's Intellectual Property") and by third-parties that licensed the content to us ("Third-Party Licensed Intellectual Property"), including, without limitation, trademarks, copyrights, proprietary information and other intellectual property as well as the business name, logo, all designs, text, videos, audio files, graphics, other files, and the selection and arrangement thereof, also termed the "look and feel." You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Site and/or Service, Company's Intellectual Property and Third-Party Licensed Intellectual Property in whole or in part without our prior written consent. We reserve the right to immediately remove you from the Site and/or Service, without refund, if you are caught violating this intellectual property policy.

#### **LIMITATION OF LIABILITY**

TO THE EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, OR BUSINESS OPPORTUNITIES, OR PERSONAL INJURY OR DEATH), WHETHER ARISING IN CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND EVEN IF WE'VE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES IN ADVANCE. OUR LIABILITY TO YOU OR ANY THIRD PARTIES UNDER ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO YOUR CLAIMS.

#### **THIRD PARTY WEBSITE AND RESOURCES**

The Site and the Service 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 Site and/or Service. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites 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 and 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 and/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 our prior written consent.

**GOVERNING LAW**

The Terms of Service shall be governed by the laws of the State of \_\_\_\_\_ Tennessee \_\_\_\_\_.

**DISPUTE RESOLUTION**

We agree to attempt to resolve any dispute, claim or controversy arising out of or relating to the Terms of Service,

By submitting the matter to binding arbitration with a mutually agreed-upon arbitrator in \_\_\_\_\_ Sevierville, Tennessee \_\_\_\_\_ Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

**RECOVERY OF LITIGATION EXPENSES**

If any legal action or any arbitration or other proceeding is brought for the enforcement of the Terms of Service, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of the Terms of Service, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

**EFFECT OF HEADINGS**

The subject headings of the paragraphs of the Terms of Service are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

**ENTIRE AGREEMENT**

These Agreements (i.e., this Terms of Service, along with the referenced Privacy Policy, and any other written agreement that governs your use of our Site and/or Service) constitute the entire agreement between you and the Company with respect to the Site and/or Service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and the Company with respect to the Site and/or Service.

**WAIVER**

Company's waiver of any of the provisions of these Terms of Service shall not be deemed, nor 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 an authorized representative of the Company.

**SEVERABILITY**

If any term, provision, covenant, or condition of the Terms of Service is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Terms of Service 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, sub-licensable or otherwise transferable by you. Any transfer, assignment, delegation or sublicense by you is invalid.

**OUR PRIVACY POLICY**

Please review our Privacy Policy located at \_\_\_\_\_ [\[provide link to your Company Privacy Policy\]](#).

**CHANGED TERMS**

We reserve the right to update any portion of our Site and/or Service, including these Terms of Service at any time. Such amendments are effective immediately upon notice to you by us posting the new Terms of Service on this Site. If you have provided us your email address, we will also email you to let you know of material amendments to our Terms of Service. Any use of the Site and/or Service by you after an amendment is made means you accept these amendments. We will post the most recent versions to the Site and list the effective dates on the pages of our Terms of Service.

**HOW TO CONTACT US**

If you have any questions about this Terms of Service, please contact us at:

[Magical Mountain Weddings](#)  
1142 Denton Rd, Sevierville, TN 37862  
[magicalmountainweddings@gmail.com](mailto:magicalmountainweddings@gmail.com)  
865-304-2464