

TERMS AND CONDITIONS

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE.

Any access to and use of a website (“The Site,” “The Site(s)”) managed by Wendi Miller (“Manager”), including any resources and services offered or information made available on The Site(s), collectively or individually, is subject to the terms and conditions as set forth in this document (“Terms and Conditions”). These Terms and Conditions apply to any and all other domains associated with The Site(s). By accessing or otherwise using The Site(s), The Site(s) User (“You,” “Your”) agrees to be bound by the Terms and Conditions. The Terms and Conditions may be changed from time to time, and Your use of The Site(s) after such changes shall constitute Your agreement to abide by the Terms and Conditions as changed. If You do not agree to the Terms and Conditions, You agree to discontinue accessing and using The Site(s) without seeking any additional recompense in any form.

1. GENERAL SITE USE.

1.1 For Personal Use Only. The Site(s) are for Your personal use only. The Site(s) design, text, graphics, and arrangement are copyrighted. The Site(s) may not be copied or modified in any way, whether as a whole or in part. ALL information offered on The Site(s), regardless of form or presentation (including but not limited to ALL RESOURCES offered for reading, download, and/or printing as expressly allowed), are copyrighted materials and may only be read, downloaded, and/or printed as expressly allowed (and without deletion, addition, compilation, or modification) for Your personal, non-commercial use. NO information or resources offered on The Site(s), regardless of form or presentation, (including but not limited to ALL RESOURCES offered for reading, download, and/or printing as expressly allowed) may be compiled, published, or distributed for resale in any way, whether individually or collectively, without the express written consent of the Manager. The availability of information on The Site(s), regardless of form or presentation (including but not limited to ALL RESOURCES offered for reading, download, and/or printing as expressly allowed), DOES NOT imply that the ownership or copyright of said information and/or resources has been waived, nor does the availability for reading, download, and/or printing of any information or resources offered on The Site(s), regardless of form or presentation, imply that ownership and/or copyright rights have been transferred to You or any other Site(s) user. Unless attributed to another owner, ALL copyrights and ownership of ALL information and resources offered on The Site(s), regardless of form or presentation (including but not limited to ALL RESOURCES offered for reading, download, and/or printing as expressly allowed), are retained by Wendi Miller. The absence of any copyright logo does not constitute a waiver of any copyrights, ownership, rights, or protections.

1.2 Use Third-Party Links At Your Own Risk. The Site(s) sometimes offer links to third-party sites as a convenience to You. The Site(s) make no warranties or guarantees as to the safety, compliance, accuracy, information, products, or programs on any third-party sites, and You agree that when You click a third-party link on The Site(s), You will 1) be exiting The Site(s) and accessing the third-party site in the existing window or in a new window and 2) You are voluntarily clicking the link at Your own risk. Because Wendi Miller does not control any third-party site, You understand that You are responsible for locating, understanding, and adhering to any Terms and/or Conditions of Use, Privacy Policies, Cookie Policies, and any other policies on each third-party site You choose to visit, and that the specific names of such policies may differ from site to site.

1.3 Termination of Use. You agree that The Site(s) may be modified or discontinued at any time, without cause or notice, permanently or temporarily, in full or in part, and You agree to hold harmless The Site(s), Wendi Miller, and/or Wendi Miller DBA Love That Amazes for any such change regardless of Your perceived or actual loss or consequence.

1.4 You agree that The Site(s) are intended for use by those who are eighteen (18) years of age or older or by those who are between the ages of thirteen to eighteen (13-18) and are using The Site(s) with the assistance of an accompanying parent or guardian who is eighteen (18) years of age or older. You agree that by continuing to use The Site(s), You are attesting to the fact that You meet the age requirement.

1.5 You agree that all Personal Information You provide on The Site(s) is true and accurate and that You are providing Your Personal Information as an authorized user of The Site(s). If you are under the age of eighteen (18), you agree to refrain from providing any personal information, as is also stipulated in the Privacy Policy, Section VIII, Age of Consent. By continuing to use The Site(s), You stipulate that You understand and agree to comply with all conditions set forth in this Terms and Conditions Policy as well as ALL other policies, terms, rules, and regulations as listed in 4. GENERAL TERMS (below) or that remain unlisted in 4. GENERAL TERMS (below) but that exist on The Site(s).

1.6 You agree that there is no charge to access The Site(s). You further agree that your decision to give a monetary gift or make a purchase is completely voluntarily, that giving a monetary gift or making a purchase is not being done in exchange for Site(s) access, and that if you choose to give a monetary gift or make a purchase, You have done so in accordance with the statements made in the Payment Policy provided on The Site(s) as well as any other policies and/or contractual document(s) as are applicable in each situation. You also agree that this is only a summary statement and that for the full disclosure you must refer to the Payment Policy available on The Site(s) as well as any other policies and/or contractual document(s) as are applicable in each situation. You further agree that if a purchase or contractual document does require payment (ie. an official Production Contract for a Musical), this statement 1.6 does not supersede the payment requirements arising from making a purchase or from the mutual entering into of a contract, and that this statement 1.6 applies to Site(s) access only.

2. DISCLAIMER OF REPRESENTATION, WARRANTIES, OR GUARANTEES.

The Site(s) make no express or implied representation, warranty, or guarantee that The Site(s) will meet Your expectations, needs, or requirements. Recommendations or implied results arising from the use of the Site(s) by other users, whether on The Site(s) or outside of The Site(s), also do not constitute an express or implied representation, warranty, or guarantee of any kind. The Site(s) make no express or implied representation, warranty, or guarantee that the information, services, or resources provided on The Site(s) will remain operational, uninterrupted, timely, accurate, secure, or free of errors or viruses or other issues. Unless otherwise stated, The Site(s) have no obligation to update, amend, or clarify any information or resources made available on The Site(s). The Site(s) are provided "As Is," and the entire risk arising out of the use of The Site(s), their information, and their resources remains with You.

3. LIMITATION OF LIABILITY AND REMEDIES.

In no event shall any of The Site(s), Wendi Miller, and/or Wendi Miller DBA Love That Amazes be liable for any damages of any kind resulting from the use of The Site(s). If you are dissatisfied with any portion of The Site(s), or with any of the terms set forth in the policies regarding the use of The Site(s), Your sole and exclusive remedy is to discontinue Your use of The Site(s). You agree to hold harmless The Site(s), Wendi Miller, and/or Wendi Miller DBA Love That Amazes from any perceived or actual loss or consequence arising out of Your use of The Site(s), including but not limited to reasons of dissatisfaction, loss of profits, loss of confidential or other information, business interruption, personal injury, failure to meet any duty or obligation, or loss of privacy arising in any way out of Your use of The Site(s), Your inability to use The Site(s), or Your abuse by breach of any policy or term governing Your use of The Site(s).

4. GENERAL TERMS

4.1 By using The Site(s), You agree to be subject to the terms and conditions of ALL policies concerning the use of The Site(s), including these Terms and Conditions, the Privacy Policy (including the

information contained therein about the use of Cookies), the Affiliate Disclosure, and the Payment Policy, as well as any other policies, terms, rules, regulations, disclaimers, and credits, express or implied, that exist and/or are available on The Site(s). You agree that You are solely responsible for reading, understanding, and checking for updates to any and all policies governing the use of The Site(s), as ALL policies, whether as a whole or in part, are subject to change without notice. You agree that You may not be expressly notified of changes to any policy and that checking for updates to ALL policies is Your responsibility. When and where applicable, certain provisions of the terms in any Site(s) policy may be superseded by terms located on particular pages of The Site(s) or in the terms set forth in documents other than that which exist on the site that could result in different permissions than that which The Site(s) allow (ie. a Production Contract for a Musical that could include express written consent of Wendi Miller for the resale of merchandise produced using a copyrighted pattern). However, NO policy will be superseded by any spelling and/or grammatical errors that result in an unintentional change in any policy term or policy, whether as a whole or in part.

4.2 You recognize and agree that any breach of these terms will cause irreparable damage which cannot be readily remedied by monetary recompense. You further agree that even though The Site(s) offer information, resources, and/or products of a nature that You may not find in agreement with your personal beliefs, You will not cause damage to the goodwill or reputation of The Site(s), Wendi Miller, Wendi Miller DBA Love That Amazes, or any resource or product made available on The Site(s), but will simply discontinue Your use of The Site(s), the resources, and/or the products if such a disagreement arises from Your use of The Site(s), the resources, and/or the products.

This policy supersedes all prior oral or written agreements and understandings relating to the subject matter, the information, the resources, and the previous Terms and Conditions of The Site(s).

These Terms and Conditions were last updated to be effective on January 1, 2021.