

## **D. DAYE HUNTER TERMS OF USE**

LAST UPDATED: 05/22/2022

D. Daye Hunter is a e-commerce and blog website available at [www.ddayehunter.com](http://www.ddayehunter.com) (the "Website.") Dominique Hunter and its affiliates (referred to through these terms as "we", "us" or "our") provide access to the Website to you subject to these terms and conditions (the "Terms of Use"). By using the Website, you agree to these Terms of Use. If you do not wish to agree to these terms, please refrain from using the Website. These Terms of Use also incorporates our Privacy Policy as if set forth at length herein. The Privacy Policy is located at [https://www.ddayehunter.com/\\_files/ugd/b444fa\\_fd1b3a29784c46df9ff03b901971cfa3.pdf](https://www.ddayehunter.com/_files/ugd/b444fa_fd1b3a29784c46df9ff03b901971cfa3.pdf)

- I. **Changes to Terms of Use.** We reserve the right at all times to discontinue or modify any of these terms and/or our Privacy Policy as we deem necessary or desirable. Such changes may include, among other things, the adding of certain fees or charges. We may, but are not necessarily obligated to notify you by posting notice of the change on the Website. Any changes to these Terms of Use will be effective upon our posting of notice of the changes on our Website. We suggest you, therefore, reread this section of our Website from time to time to stay informed of any such changes. Use of the Website by you after such notice shall be deemed to constitute acceptance by you of such modifications.
- II. **Conditions to Use the Website.** Your permission to use the Website is conditioned upon your agreement that you:
  - will comply with these Terms of Use;
  - are at least 13 years old;
  - refrain from any of the acts listed in the Prohibited Conduct section of these Terms of Use;
  - will not copy or distribute any part of the Website in any manner without our prior written consent;
  - will not use the Website for any commercial purposes other than the specific commercial activities contained on the Website and will not use it to obtain data or personal information about any other users or to solicit other users or advertisers;
  - are solely responsible for any content provided by you on the Website, including but not limited to any discussion posts, profile information, links and pictures including the ownership of any licenses or rights necessary to use the work of others and will not submit any copyrighted materials or work subject to other's proprietary rights;
  - grant the Website and other users a non-exclusive license to read your materials and to use, reproduce, distribute, prepare derivative works of and/or display any materials provided by you;
  - agree we have the right to remove any and/or all of your content and terminate your account with or without prior notice.
- III. **Your Content.** We reserve the right to authorize the publishing of various content provided by you (hereinafter "User Generated Content or UGC"). UGC may include music, videos, pictures, comments, posts, files, or anything else provided by you. We are not obligated in any way to remove any UGC that may violate one or more of the restrictions listed in this section. We may, but are not obligated to, remove any UGC in violations of these terms, terminate user accounts or take other actions. We are not responsible for any harm to you caused by UGC. You agree not to post or use any UGC in any way that:
  - infringes the copyright, trademark, trade secret, or other intellectual property or proprietary rights of others;
  - violates the privacy, publicity, or other rights of third parties;
  - is unlawful, false, inaccurate, defamatory, discriminatory, libelous, pornographic, obscene, abusive, threatening, harassing, hateful, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate, as determined by us in our sole discretion; or
  - could damage our company, parent company, sister companies, affiliates, advertisers, or other parties.
- IV. **Prohibited Conduct.** By using the Website, you agree not to:
  - conduct or promote illegal activities;
  - attempt to reverse engineer or otherwise attempt to derive the source code of the software (including tools, methods, processes, and infrastructure);
  - engage in the automated use of the system, such as the use of data mining robots, or any manual process to harvest information from the Website;
  - attempt to gain access to secured portions of the Website;
  - hack into the accounts/profiles of other Users;

- infringe upon the copyright of us or third parties whose content is hosted on the Website;
  - harass other Users of the Website;
  - violate the rights of other Users of the Website;
  - post materials that we deem to be inappropriate or offensive;
  - sell or otherwise transfer your account/profile without our express permission;
  - use the Website to generate unsolicited email advertisements or spam;
  - use our services as part of any effort to compete with us;
  - interfere in any way with the proper functioning of the Website;
- V. **Links to Other Sites.** We may have links to third-party websites that are not owned, controlled or operated by us. We do not assume any responsibility for the content, privacy policies, or practices of any other websites or their owners. We are not endorsing or recommending any other websites, products or services by the simple inclusion of a link to another website. If you choose to access a third-party link it is at your own risk.
- VI. **Liability for Acts of Advertisers.** You waive and release us, our officers, directors, representatives, employees and agents and all of our parent companies, affiliates, related companies and their officers, directors, representatives, employees and agents from, any claims, liabilities, damages, or injury arising from or related to any act or omission of any of the advertisers and/or any goods and/or services provided in connection therewith. Likewise, we make no representations, endorsements, warranties regarding the merchantability, suitability, reputation, professionalism or any other warranties of any kind whatsoever regarding any advertisements on the Website.
- VII. **Promotions, Sweepstakes and other Contests.** We reserve the right to, on occasion, offer special promotions, contests and/or sweepstakes intended to provide you an incentive to use or promote the Website or engage with advertisers or others associated with the Website. The applicable rules will be posted on the Website in or near the description of each such promotion. We reserve the right to interpret the rules related to any such promotion, contest or sweepstakes in our sole discretion, and you hereby agree to our interpretation.
- VIII. **Products or Services.** The following terms in these Terms of Use are applicable to those who make a purchase of goods and services through the Website.
- *Product Descriptions.* We make great effort to put accurate product information, descriptions and images on the Website, but will not be held responsible for any mistakes or omissions to any information made available. The description of products are subject to change at any time without notice, at our sole discretion.
  - *Prices.* Prices for our goods and services are subject to change without notice. Prices on the website do not include delivery charges. Any delivery charges are clearly listed before checkout. We shall not be liable to you or any third party for any price change.
  - *Modifications.* Prices for our goods and services are subject to change without notice. We reserve the right at any time to modify or discontinue any goods and services (or any part or content thereof) without notice at any time. We shall not be liable to you or any third party for any modification, suspension or discontinuance of any of our goods and services.
  - *Tax.* If required by law, tax will be collected from a user at the time of purchase.
  - *Payment for Services.* Full payment for services are made upon placing an order.
  - *Method of Payment.* We accept the following methods of payment: Credit card and PayPal
  - *Unavailable Products.* If, after purchasing and completing payment for a product, that product is unavailable, you will be refunded the purchase price, we will contact you to inquire about whether you want to wait until the product is available. If within 30 days we receive no response, you will be refunded the purchase price, including any amount paid for delivery, within 30 days. If no response is received and the product becomes available within 30 days, we will promptly ship the product to you. If an unavailable product will not be restocked, we will refund you.
  - *Discretion.* We reserve the right but are not obligated, to limit the sales of our goods and services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to discontinue any product at any time. Any offer for any goods and services made on this site is void where prohibited.
- IX. **Delivery.** Delivery dates are estimates, and time is not of the essence for the delivery dates. All shipments will be made Ex Works from our shipping location unless otherwise specified. Delivery to a carrier constitutes delivery to you. A product purchased under these Terms of Use shall be deemed accepted by you and title will transfer to you upon shipment. It is your responsibility to seek compensation from the carrier for damaged or missing products. We are not responsible for any claims or damages resulting from a delay in delivery or failure to perform which results from force majeure.
- X. **Refund Policy.** We want you to be satisfied with our goods and services. If you feel there was a problem with the goods and services you received, please refer to our Refund Policy posted here: <https://www.ddayehunter.com/store-policies>
- XI. **General Maintenance.** We may make the website unavailable for periods of time for general maintenance. The length of such unavailability will be kept to a minimum, but we offer no guaranty as

to a length of time the website may be unavailable. We are not liable for any issue that may arise from such unavailability.

**XII. Termination.** We reserve the right to alter or discontinue the Website or any of the services provided herein at any time without prior notice. We also reserve the right to terminate these Terms of Use at our election and for any reason, without prior notice. The agreement between us and you will automatically terminate if, in our sole discretion, you violate any of These Terms of Use set forth below. A termination will result in the immediate cessation of access to the Website. The Disclaimers of Warranty and Limitation of Liability, all terms and conditions related to your content, and Indemnity sections shall survive the termination of the agreement between you and us.

**XIII. Disclaimers of Warranty.** We provide the Website and the related goods and services "as is", "where is", and "as available." We make no express and/or implied warranties or guarantees about the Website, the goods and services described thereon or the Advertisers. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR OFFICERS, DIRECTORS, AGENTS, VENDORS, AND THE MERCHANTS WHO ADVERTISE WITH US DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES THAT THE WEBSITE AND SERVICES ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY OR FIT FOR A PARTICULAR PURPOSE OR NEED. WE IN NO WAY GUARANTEE THAT WE WILL MEET YOUR REQUIREMENTS, IS ERROR-FREE, ACCURATE, RELIABLE, WITHOUT INTERRUPTION OR AVAILABLE AT ALL TIMES. WE MAKE NO GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE WEBSITE AT TIMES OR LOCATIONS OF YOUR CHOOSING. WE DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) ANY ENDORSEMENT OF OR LIABILITY FOR CONTENT AND HYPERLINKS; (B) INACCURACY, INCOMPLETENESS OR TIMELINESS OF THE SERVICES; (C) THE TRANSMISSION OF VIRUSES OR THE OCCURRENCE OF DATA CORRUPTION; AND (D) DAMAGES AS A RESULT OF THE TRANSMISSION, USE OR INABILITY TO USE THE SERVICES, INCLUDING THE UNAVAILABILITY OF THE SERVICES, OR CIRCUMSTANCES OVER WHICH THE ORGANIZATION HAS NO CONTROL.

**XIV. Limitations of Liability.** WE, OUR AFFILIATES, OFFICERS, DIRECTORS, AGENTS, VENDORS, AND MERCHANTS WHO ADVERTISE HERE, SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, INABILITY TO USE, OR RELIANCE UPON THE WEBSITE IN ANY WAY. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, DAMAGE TO ANY OTHER EQUIPMENT, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTION, OUR LIABILITY, AND THE LIABILITY OF OUR AFFILIATES, OFFICERS, DIRECTORS, AGENTS, VENDORS, AND MERCHANTS WHO ADVERTISE HERE, SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE DISPUTES OR CLAIMS WITH US IS TO CEASE USE OF THE WEBSITE. NOTHING IN THESE TERMS OF USE SHALL BE DEEMED TO EXCLUDE OR LIMIT YOUR LIABILITY IN RESPECT OF ANY INDEMNITY GIVEN BY YOU UNDER THESE TERMS OF USE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

- In connection with the foregoing release, you hereby waive California Civil Code Section 1542 (and any similar provision in any other jurisdiction) which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

**XV. Indemnity.** You agree to defend, indemnify and hold harmless us, our officers, directors, representatives, employees and agents and all of our parent companies, affiliates, related companies and their officers, directors, representatives, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) arising from: (i) your violation of any term of these Terms of Use; (ii) your violation of any third party right, including without limitation any copyright, property, privacy right, or any and all intangible or intellectual property rights; or (iii) any claim that any of your UGC causes damage to a third party.

**XVI. Intellectual Property.**

- We, or people from whom we obtained a license, retain ownership of all intellectual property rights of any kind associated with the Website, including all applicable trademarks, copyrights and other proprietary rights such as trade secrets. Through the use of this Website pursuant to these Terms of Use, you have a limited right to use the Website, but in no way are we granting any license to you under any of those intellectual property rights. We reserve all rights that are not expressly granted to you in these Terms of Use. You may print limited numbers of one or more pages from the Website for your personal use.
- We retain, to the maximum extent possible, all ownership, without limitation, of all the text, software, scripts, graphics, photos, sounds, interactive features and the trademarks, service marks and logos contained therein ("Marks") unless they are marks used by Merchants who have provided them to us for use on this Website. The Marks are owned or licensed to us, subject to copyright and other intellectual property rights under the law of the United States of

America, the law of the jurisdiction where you reside, and international conventions. All content on the Website provided by us is provided to you "AS IS" for your information and personal use only and may not be used, copied, reproduced, modified, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. We reserve all rights not expressly granted in and to the Website.

- You retain any intellectual property rights in any copyrighted materials and trademarks that are contained in UGC that you post to the Website. You grant us an irrevocable, perpetual, non-exclusive, royalty-free, fully paid, worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, translate, distribute, publicly perform and publicly display in any form or medium, whether now known or later developed, make, use, sell, import, offer for sale, otherwise commercially exploit and exercise any and all such rights, under any and all of your intellectual property rights related to the UGC in any manner we choose.

**XVII. Copyright Notice.** If you believe we have infringed on your copyrights, please submit a notification pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512(c)(3)) in writing to Dominique Hunter by email at [dominique.dayehunter@ddayehunter.com](mailto:dominique.dayehunter@ddayehunter.com) or at [ddayehunterdesigns@gmail.com](mailto:ddayehunterdesigns@gmail.com) with the Subject: "copyright notice." Your notice needs to include: (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material; (4) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail; (5) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

**XVIII. Entire Agreement.** These Terms of Use, including the Privacy Policy, constitutes the entire agreement of the parties with respect to the subject matter hereof. No waiver by either party of any breach or default hereunder is a waiver of any preceding or subsequent breach or default.

**XIX. Choice of Law.** To the maximum extent authorized by law, the laws of the State of Arizona govern the interpretation of these Terms of Use and any disputes arising in connection with it, regardless of conflict of laws principles.

**XX. Dispute Resolution.** Any claim or dispute between you and us, our officers, directors, agents, parent companies and vendors that arises out of or relates to this Agreement or use of the Website shall be submitted to mediation. Mediation shall be conducted in Maricopa County, Arizona. If, after a good faith effort to resolve the dispute in mediation, no resolution has been reached then the dispute shall be decided by binding arbitration. Arbitration shall be initiated in Maricopa County, Arizona or shall be done entirely remote. Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. Unless otherwise agreed upon by the parties in writing, the arbitration will be conducted before one arbitrator and will be governed by the American Arbitration Association's ("AAA") Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the "Rules and Procedures"). To the fullest extent permitted by applicable law, you and we must abide by the following rules: (1) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (2) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (3) the arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; and (4) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law.

**XXI. Headings.** The section headings used herein are for convenience only and shall be of no legal force or effect.

**XXII. Severability.** If any provision of these Terms of Use is held invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in these Terms of Use, and the remaining portions of these Terms of Use shall continue in full force and effect.

**XXIII. Third Party Beneficiaries.** There are no third-party beneficiaries of these Terms of Use. You may not assign these Terms of Use or your rights and obligations hereunder, in whole or in part, to any third party without our prior written consent, and any attempt by you to do so will be invalid. No one shall be deemed a third-party beneficiary to these Terms of Use.

**XXIV. Contact.** Dominique Hunter is located in Chandler, Arizona 85224. If you have questions about these Terms of Use, you may contact Dominique Hunter by:

- Email at [dominique.dayehunter@ddayehunter.com](mailto:dominique.dayehunter@ddayehunter.com);

# Website Terms of Use

## Instruction Sheet

### What is it?

Website Terms of Use are an agreement that a user agrees to by using a website or receiving services from the website.

### Why would I use it?

If you have a website that has user traffic, hosting Terms of Use on your website provides protection regarding the use of your website's services. The protection includes the prevention of abuse and harassment of other users, addressing copyright claims and infringement, and specifying terms governing sales on the website.

### What do I do with these Terms of Use?\*

#### 1. Review

- Review the Website Terms of Use to make sure you are familiar its contents.

#### 2. Post

- After you have reviewed the Terms of Use, post them to your website. Make sure the link is visible to users who are looking for it. Most often, this link will be posted at the footer of the website.

\*360LegalForms is an online legal form generator designed to aid you in the creation of your documents. Because the law varies over time and between different geographic locations, the information provided by 360LegalForms is designed to be broad and generally applicable; the information provided in this document should not be construed as legal advice. Furthermore, this information is not guaranteed to be accurate, complete, or up to date. Your use of 360LegalForms does not create any attorney-client relationship between you and 360LegalForms, its employees, independent contractors, or representatives. When in doubt about what to do with a form generated by 360LegalForms, how to properly file a document with your state, or any other question that requires the provision of legal advice, consult a legal professional that is licensed to practice in the applicable jurisdiction. You assume all risk for any reliance upon the information provided by 360LegalForms