

# **Terms and Conditions**

### Last updated: 03/14/2024

This User Agreement ("Agreement") sets forth the obligations relating to your use of the website https://blessedblammo.com (the "Site"), which is owned and operated by Blessed Blammo (the "Company"). Please read this Agreement carefully before using the Site. Your use of the Site is expressly conditioned on your acceptance of this Agreement. Do not use this site if you do not fully agree with the terms and conditions set forth herein. If you have any questions about this Agreement, please <u>contact us online</u>.

## 1. USE OF SITE.

You agree to use the Site only for lawful and customary purposes. You agree to provide only truthful and accurate information to the Site, and you are prohibited from transmitting any information that contains a virus, bug, or other harmful item. You further agree that you will not violate any copyright or other law with respect to your use of the Site.

## 2. AGE.

Children under 21 years of age are not permitted to use this Site and/or provide any personal information on this Site. You agree that you are at least 21 years old. If you are under the age of 21, you must have a legal guardian's consent to use this site. Furthermore, if you enter into any online shopping transactions on this Site, you agree that you are of legal age and have all necessary authority to enter into and bind yourself under any agreements made on the Site.

### 3. PRIVACY.

You have read and agree to the Site's Privacy Policy.

## 4. EXCLUSION OF WARRANTY.

To the maximum extent allowed by law, the Company and the Site make no warranty of any kind regarding the Site and/or materials provided on the Site, all of which are provided on an "as-is" basis. Some of the data on the Site is provided by third parties, and the Company and/or the Site does not warrant the truth or accuracy of any statements on the Site.

### 5. LIMITATION OF LIABILITY.

The Site and/or the Company assumes no responsibility and shall not be liable for any damages that occur based on your access to or use of the Site, including but not limited to (i) damages to your computer equipment or other property that may result from viruses, bugs, or any cause; and (ii) any and all losses, injuries, or claims of any kind resulting directly or indirectly from use or the Site or transactions made or attempted to be made through the Site.



#### 6. INDEMNIFICATION.

To the maximum extent allowed by law, you shall defend and indemnify the Company and/or the Site from and against any claim, loss, cause of action or demand, including attorney's fees, brought against the Company and/or the Site by any third party as a result of your use of the Site.

#### 7. USER UPLOADED CONTENT.

The Site and/or the Company do not make any representations as to the truth and accuracy of any third-party materials or user-provided content, including but not limited to stories and pictures and other testimonials. You understand and acknowledge that said information is not verified by the Site and/or Company.

#### 8. APPLICABLE LAW.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Texas. Any legal action or proceeding with respect to this Agreement or any document related hereto shall be brought only in the Taylor County court in Texas, and, by execution and delivery of this Agreement, each party hereto hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid court. The Parties hereby irrevocably waive any objection, including, without limitation, any forum non conveniens, which any of them may now or hereafter have to the bringing of such action or proceeding in such respective jurisdictions.

#### 9. MODIFICATION OF TERMS OF USE.

The Site and/or the Company reserve the right to modify this Agreement at any time. Any modifications made will be posted on the Site. Please review this Agreement frequently.

The effective date of this Agreement is: March 14, 2024.