

www.snarkybirds.com and Snarky Birds LLC

Terms & Conditions

Please read these Terms & Conditions carefully and in their entirety before using www.snarkybirds.com (hereinafter referred to as the “Site”). The Site and its content are owned by Snarky Birds LLC.

PURPOSE: These Terms & Conditions are here to clearly explain, outline, and layout the rules, terms, and conditions of using, viewing, and/or browsing the Site and/or purchasing or downloading any course, program, service, or product offered on or by us or the Site.

IMPORTANT NOTES:

By using the Site in any capacity, you voluntarily agree to these Terms & Conditions. You agree that you have read, understood, and consented to these Terms & Conditions. If you have any questions, please contact us at Tracy@snarkybirds.com.

You must be at least 18 years old and be able to consent to these Terms & Conditions. If you are under the age of 18, or you do not agree with these Terms & Conditions as stated herein, please **STOP** now and do not use this Site or its content. By using the Site, you agree to the Terms & Conditions as stated herein, regardless of whether or not you have read these Terms & Conditions.

These Terms & Conditions contain an **Arbitration Clause** and require you to dispute or resolve any claim with us through Arbitration. By agreeing to these Terms & Conditions, you agree to the Arbitration Clause in Paragraph No. 18 and voluntarily waive your right to a jury trial.

By proceeding on the Site, you hereby agree to the following:

1. Definitions:

“**Company**”, “**We**”, “**I**”, “**Our**”, or “**Us**” means Snarky Birds LLC and our website, www.snarkybirds.com.

“**Content**” means any and all written, visual, video, or audio information contained on the Site, including, but not limited to, any and all emails received from Tracy Lombardi, Snarky Birds LLC, and/or www.snarkybirds.com, and any and all written or downloadable material purchased, viewed, or otherwise offered by Snarky Birds LLC and/or on www.snarkybirds.com, including, but not limited to, blog posts, graphics, newsletters, designs, documents, information, templates and materials.

“**Personal Information**” means information that can be used on its own or in conjunction with other information to identify, contact, or locate a person, or to identify an individual in context.

For example, personal information includes, among other things, your name, address, email address, telephone number, etc.

“Site, Courses, Services, and/or Products” means www.snarkybirds.com, Content (as defined herein), email list/newsletters, social media posts, blog posts, courses, coaching services, guides, eBooks, forms, worksheets, workbooks, webinars, website materials, jewelry (including, but not limited to: bracelets, pet jewelry), jewelry designs, and/or templates available on the Site.

“Site” means www.snarkybirds.com and any and all of its associated pages, tabs, landing pages, forms, or sub-pages.

“You” or “Your” means the user, customer, or viewer of the Site.

2. Consent:

By using the Site and/or making any Purchase, you implicitly and voluntarily agree to act in accordance with, and abide by, these Terms & Conditions, our Privacy Policy, and Disclaimer.

By using the Site and/or making any Purchase, you represent and warrant that you are at least 18 years-old. Any use of, or access to, the Site and its Content by anyone under the age of 18 is unauthorized and in direct violation of these Terms & Conditions and our Privacy Policy.

3. Site Rules:

By using the Site and/or making any Purchase, you hereby agree & consent not to:

- Abuse or harass any person through or on the Site.
- Post or transmit obscene, offensive, libelous, defamatory, pornographic, or abusive content, as well as content that infringes our intellectual property rights or those of another person, website, or company.
- Use the Site in any way or for any purpose which violates any law of the United States and the jurisdiction in which you use the Site.
- Post or transmit any “spam” or unwanted, unsolicited content.
- Post copyrighted materials, photographs, or content which do not belong to you.
- Promote or sell your own content, services, or products through the Site, or the content, services, or products of anyone else other than us.
- Copy, download, share, post, or transmit our intellectual property in any way that infringes on our intellectual property rights.

4. DISCLAIMER:

By using the Site, you understand that we are a jewelry designer and maker. We are not a nutritionist, therapist, or licensed medical professional, and therefore you need to discuss and clear any and all changes to your lifestyle, food intake, exercise regimen, or medical treatment with your physician before implementing changes or habits suggested by us. You must discuss any and all changes to your diet, exercise regimen, supplements, medications, or lifestyle with your physician or qualified medical professional before implementing any suggested or offered changes, additions, or alterations to your lifestyle. Our Content is for informational and educational purposes only, and is based on our personal experience.

5. Your Consent to These Terms & Conditions:

By using this Site, or Purchasing or Downloading from our Site, Courses, Services, and/or Products, you implicitly and voluntarily agree to these Terms & Conditions as stated herein.

6. Changes To These Terms & Conditions:

We reserve the right to change, amend, or otherwise alter these Terms & Conditions at any time without notice to you. When changes are made to these Terms & Conditions, we will update the “Updated on” date at the bottom of this page. If you do not agree with these Terms & Conditions, please do NOT use our Site, read or implement its Content, or Purchase or Download anything from us.

7. Links to Third-Party or External Websites:

The Site may contain or include website URL links to third-party or external websites. Typically, these URL links are provided so that you may directly access a site that contains relevant information. Please note we are not liable for any of the information contained on or within the third-party or external websites. We are not responsible for the way they handle your personal information, whether they have a privacy policy, or any information you provide to them by visiting their website. You are responsible for reading and agreeing to, or expressing disagreement with, the external website’s privacy policy or terms & conditions.

8. Intellectual Property Ownership:

The Site and its Content are intellectual property solely owned by Snarky Birds LLC. The Site and its Content are protected by United States copyright and trademark laws, as well as state intellectual property laws. Any violations of this term, and all terms contained herein, will be legally pursued to the fullest extent permitted by law.

9. Our Limited License to You:

If you view, access, or Purchase the Site, Courses, Services, and/or Products, you are considered our Limited Licensee (“Licensee”). As a Licensee, you agree and understand that the Site, Courses, Services, and/or Products have been written, created, drafted, invented, and developed by us after a significant investment of time, money, education, hard work, and brainpower. The Site, Courses, Services, and/or Products are extremely valuable to us, both professionally and personally, and we take the protection of our Site, Courses, Services, and/or Products very seriously.

You may not use the Site, Courses, Services, and/or Products in any manner that is unauthorized, improper, against these Terms & Conditions or our Privacy Policy, or which violate U.S. intellectual property laws unless authorized by us in writing beforehand.

10. Your License to Us:

By commenting on the Site, or submitting documents to Snarky Birds LLC via contact form, email, or social media, you represent that you are the lawful owner of said documents, statements, and/or the information they contain. You grant us a license to use your comments or submissions in any way we see fit, as it relates to our business purposes.

11. Purchase & Access Terms:

During the course of your use, Purchase, and/or Download from the Site, Courses, Services, and/or Products, you agree and understand that you cannot distribute, copy, forward, and/or share information prohibited by these Terms & Conditions. You also agree and understand that you are to take all necessary steps to make sure that you do not inadvertently share or dis-

tribute said materials, including, but not limited to, protecting your password (if any) to the Site to access your Purchase or Download. Any violations of these Terms & Conditions will be legally pursued to the fullest extent permitted by law.

12. Sharing the Site & Its Content:

You must request and receive written permission by email Tracy@snarkybirds.com before sharing our Site and its Content for commercial purposes. You may share the site for personal purposes, but we ask that you link directly to the Site. You are required to give us and the Site credit by linking to the Site and its Content if you share it on social media or your own website, including all photographs. Since the Site and its Content are not yours, you may not in any way imply or represent that the Site or its Content are yours or that you in any way created, caused, or contributed to the Site or its Content. You may not make any claims that you are in any way associated with Snarky Birds LLC.

13. No Claims Made Regarding Results:

Any and all current or past-client testimonials, statements, or examples used by us are simply that: examples. They are not guarantees that you will also experience or receive the same results. Each client and his/her circumstances are unique and nothing shall be interpreted as a guarantee that you will experience the same results as another client of ours.

14. DISCLAIMER - No Warranties, Guarantees, or Representations Are Being Made:

We do not offer any warranties, of any variety, regarding the Site, Courses, Services, and/or Products, and/or your Purchase or Download, in any way. The Site, Courses, Services, and/or Products, and/or your Purchases or Downloads are offered “**AS IS**” and without warranties of any kind, neither express nor implied, to the extent permitted by law.

15. Your Release of Us:

By using the Site or Purchasing, Downloading, or using Snarky Birds LLC’s Courses, Services, and Products, you agree to release, forgive, and forever discharge Snarky Birds LLC, its subsidiaries, employees, agents, contractors, subcontractors, and affiliates from any and all claims, suits, actions, charges, demands, liabilities, damages, judgments, and/or costs, whether known or unknown, both legal and equitable in any manner.

16. Errors & Omissions:

Every effort is made to provide up-to-date accurate information both on the Site and through our services. However, due to the complexity of the issues we cover, Snarky Birds LLC does not and cannot warrant, represent, or guarantee that such information is free from errors, accurate, or up-to-date at all times. You should do your due diligence, research, or consult with a professional to ensure that all information you receive, act upon, or rely on from this Site and/or from our services is accurate and up-to-date.

17. Our Refund Policy:

We will do everything within our ability (and within reason) to ensure your satisfaction. Refunds will not be issued for custom orders already started or products already purchased. If you have any questions or concerns, or if there is anything we can do to make your experience a more pleasant one, please email Tracy at Tracy@snarkybirds.com.

18. ARBITRATION CLAUSE:

If you have any complaint or should any issue arise in the use of the Site or Snarky Birds LLC's Courses, Services, and/or Products, please contact us directly first by emailing Tracy at Tracy@snarkybirds.com.

However, if we are unable to amicably resolve your dispute in that manner, you agree that you and Snarky Birds LLC shall submit your dispute to binding arbitration with the [American Arbitration Association](#), before an arbitrator that is mutually agreed upon, in accordance with the American Arbitration Association's ("AAA") [rules](#).

By agreeing to this term, you hereby agree and understand that you're waiving your right to a jury trial in court, which would otherwise be available to you if not for this Arbitration Clause. Should any arbitration hearing need to be held, it shall be held within 25 miles of Kihei, HI.

If the arbitrator issues an award and a judgment is made, the judgment will be binding and will be entered in court in the State of Hawaii. The only award that can be issued to you is a refund of any payment made to Snarky Birds LLC for the applicable Product or Service. You are not permitted to seek additional damages, including consequential or punitive damages.

19. Consent to Governing Law:

These Terms & Conditions, and any dispute arising out of it, shall be governed by the laws of the State of Hawaii .

20. Consent to Jurisdiction:

You hereby irrevocably consent to the exclusive jurisdiction and venue of any Federal Court in the United States District Court for the District of Hawaii or a state court located within the State of Hawaii in connection with any matter arising out of these Terms & Conditions, Privacy Policy, Disclaimer, or as a result of your use, Download, or Purchase from the Site, Courses, Services, and/or Products.

21. Consent to Service:

You hereby irrevocably agree that process may be served on you in any manner authorized by the Laws of the State of Hawaii for such persons, and you waive any objection which you might otherwise have to service of process under the laws of the State of Hawaii.

22. Payment & Purchases:

When you Purchase or Download one of our Courses, Services, and Products from us or the Site, you may pay by Credit Card. By doing so, you give Snarky Birds LLC permission to automatically charge your credit card for payment. You will receive an electronic receipt following your Purchase, which you should retain for your records.

If your payment method fails or is otherwise declined, you will be removed from, or canceled from having access to, our Courses, Services, and Products. Please note, in the event your payment method is declined at any time, you are **still responsible** for the full cost of your Purchase.

We do not accept any chargeback threats (real or threatened). If any chargebacks are placed on a Purchase or Download of our Courses, Services, and Products, we will report said incident to the major credit reporting agencies. Doing so could have a negative impact on your credit report and/or credit score. Should we need to do so and you would like to have this report re-

moved from your credit report, please contact us to arrange for payment owed. Once payment owed is received, we will make the appropriate reports to the credit agencies.

Payment processing companies may have different privacy policies and practices than we do. We are not responsible for the policies of the payment processing companies. As with any on-line purchase, there are circumstances beyond our control which may compromise your credit card or payment method. We are not liable or responsible for any of those circumstances.

You hereby release us from any and all damages related to your payment or use of our payment processing companies in which you incur and further agree not to assert any claims against us or them for any damages which arise from your Purchase or use of our Site and its Content.

23. Limitation of Liability:

Snarky Birds LLC is not responsible or liable in any way for any and all damages you receive directly or indirectly from your use, Purchase, or Download from our Site, Courses, Services, and/or Products. We do not assume liability for damages, injuries, harm, death, misuse of (or failure to properly use) information or documents, due to any act, or failure to act, by you. Notwithstanding anything to the contrary contained herein, your sole and exclusive remedy for negligence, failure to perform, or breach by us shall be a refund of the amount paid for such service or product. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

24. Defense & Indemnification

You shall, at all times, indemnify, defend, and hold harmless Snarky Birds LLC, Tracy Lombardi, and all of our shareholders, officers, members, affiliates, contractors, subcontractors, directors, assignees, employees, and licensees from and against all losses, damages, injuries, delays, deaths, lost profits, and expenses arising out of any proceeding (a) brought by either a third-party or by Snarky Birds LLC and Tracy Lombardi (b) arising out of your breach of your obligations, representations, warranties, or covenants under these Terms & Conditions or the Privacy Policy; and (c) arising out of any alleged breach or negligence said to have been committed by us.

25. Termination of Your Use

At our sole discretion, we are permitted to terminate your use or access to the Site, Courses, Services, and/or Products, and Purchases/Downloads if you abuse, violate, or breach any of these Terms & Conditions, Privacy Policy, Disclaimer, or any other terms to which you have agreed to.

26. Entire Agreement

These Terms & Conditions, our Privacy Policy and Disclaimer, constitute the entire agreement between you and us with respect to the Site, Courses, Services, and/or Products, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and us with respect to the Site, Courses, Services, and/or Products.

27. Severability

The provisions of these Terms & Conditions are severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provision herein. If any paragraph, section, subsection, sentence, or clause of these Terms & Conditions are rendered illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall have no

affect on these Terms & Conditions as a whole or on any other paragraph, section, subsection, sentence, or clause herein.

28. Your Privacy & Security on the Site:

Please read our [Privacy Policy](#) for how we handle your personal information.

29. Contact

If you have any questions or concerns regarding these Terms & Conditions, you may contact us using the following information:

- Website: www.snarkybirds.com
- Email: Tracy@snarkybirds.com
- Business Address: PO Box 882, Kula, HI 96790

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