Bri Hill Creative — Terms of Use Effective Date: October 17, 2025

1. Websites & Platforms Covered

These Terms & Conditions ("Terms") apply to all products, content, and services offered by **Bri Hill Creative**, including but not limited to those sold or accessed through our official website

www.brihillcreative.com, as well as affiliated platforms such as SamCart and any other platforms used to deliver our Products.

2. Introduction

These Terms govern your use of all digital products, courses, templates, and services (collectively, "Products") provided by **Bri Hill Creative** ("Company," "we," "our," or "us"). By checking the box at checkout and completing your purchase, you ("Customer," "you," or "your") agree to be bound by these Terms.

3. Eligibility and Capacity

By purchasing or accessing our Products, you represent that you are at least 18 years old and legally capable of entering into a binding contract.

4. Intellectual Property

All content within our Products—including but not limited to videos, templates, PDFs, artwork, graphics, logos, and written materials—is the sole intellectual property of **Bri Hill Creative**. You are granted a limited, non-transferable, non-exclusive license for personal or internal business use only. You may **not** share, distribute, reproduce, or resell any part of the content. Any unauthorized use may result in immediate termination of access and potential legal action.

5. Use of Likeness & Al Restrictions

You may not use any photographs, videos, voice recordings, likeness, or other content from **Bri Hill Creative**—including appearances on video, social media, or public platforms—for the purpose of training, generating, or reproducing content through artificial intelligence (AI) or

machine learning technologies.

This includes but is not limited to deepfakes, voice replication, or image generation tools. Any such use is strictly prohibited and may result in legal action, including claims for violation of publicity rights, intellectual property infringement, and misrepresentation.

6. License and Usage Restrictions

You may access our Products solely for your personal or internal business use.

Any resale, redistribution, or public display without written permission is strictly prohibited.

7. Educational Disclaimer

Our content is provided for educational and informational purposes only. We do not provide legal, medical, tax, or financial advice.

You are solely responsible for your results and decisions based on the material provided.

8. Testimonial Disclaimer

Testimonials and examples on our website or in our Products reflect individual experiences and are not guarantees of specific results.

We do not independently verify all testimonials.

9. No Refund Policy

All sales are final. This includes digital courses, downloads, and memberships. No refunds, exchanges, or credits will be issued, except where required by applicable consumer protection laws (including California and EU law).

10. Limitation of Liability

To the maximum extent permitted by law, **Bri Hill Creative** shall not be liable for any indirect, incidental, special, or consequential damages arising from your use of our Products.

Our total liability, if any, shall not exceed the amount you paid for the applicable Product.

11. Indemnification

You agree to indemnify and hold harmless **Bri Hill Creative**, its officers, agents, and employees from any claims, losses, damages, or expenses arising out of your use of our Products or your violation of these Terms.

12. Termination of Access

We reserve the right to suspend or revoke your access to our Products if you violate these Terms.

You will receive written notice and have five (5) business days to resolve the issue. No refunds will be issued upon termination.

13. Dispute Resolution & Arbitration

All disputes shall be resolved through confidential, binding arbitration in the State of Colorado, under the **American Arbitration Association (AAA) Consumer Arbitration Rules**. You waive any right to a jury trial or to participate in a class action.

14. Governing Law

These Terms are governed by and construed in accordance with the laws of the State of Colorado.

Any legal action shall be brought exclusively in the courts of **Kit Carson County, Colorado**.

15. Modifications

We may update or modify these Terms at any time. Continued use of our Products after any updates constitutes your acceptance of the revised Terms.

16. Privacy

Your use of our services is also governed by our Privacy Policy, which outlines how we collect, use, and protect your personal information.

BHC Privacy Policy

17. SMS / Text Messaging

By opting in to receive text messages from us, you consent to receive marketing or transactional messages at the phone number provided. Standard message and data rates may apply. You may opt out at any time by following the unsubscribe instructions included in our messages.

18. Contact

If you have questions about these Terms, please contact us at: support@brihillcreative.com