

Terms & Conditions

McCallister Ventures LLC Terms and Conditions:

Last updated: April 25, 2024

Please read these Terms (as defined herein) carefully before using the www.amanda-mccallister.com website (the "Site" or "Service") operated by McCallister Ventures LLC (known as "Company," "us," "we," or "our"). These Terms (as defined below) are entered into by and between You and Company. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, the "Terms"), govern your access to and use of Site, including any content, functionality, and services offered on or through the Site, whether as a guest or a registered user.

This Site is offered and available to users who are 18 years of age or older. By using this Site, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

Changes to the Terms

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Site thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice of on or before the date the change is posted on the Site.

Your continued use of the Site following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page each time you access this Site so you are aware of any changes, as they are binding on you.

Accessing the Site and Account Security

We reserve the right to withdraw or amend these Terms, and modify any or all of the services or materials we provide on the Site, in our sole discretion without notice. We will not be liable for any reason if all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some or all of the Site to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Site.
- Ensuring that all persons who access the Site through your internet connection are aware of these Terms and comply with them.

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete. You agree that all information you provide to register with this Site or otherwise, including, but not limited to, through the use of any interactive features on the Site, is governed by our [Privacy Policy](#) ("**Privacy Policy**"), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The service may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

Reliance on Information Posted

The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

This Site may include content provided by third parties, including materials provided by other users, bloggers, advertisers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

User Contributions

The Site may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**post**”) content or materials including without limitation photographs, video, and text (collectively, “**User Contributions**”) on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms.

Any User Contribution you post to the Site or communications from you to the Company (e.g., feedback on the Site) will be considered non-confidential and non-proprietary. By providing any

User Contribution on the Website or other information to Company in any manner, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the non-exclusive, royalty-free, fully paid, perpetual, worldwide license (including through multiple levels of sublicensure) to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.

- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Intellectual Property

The Service and its entire content, features and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, arrangement thereof) are and will remain the exclusive property of Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secrets, and other intellectual property or proprietary rights laws.

The Terms permit you to use the Site solely for your personal, non-commercial use only. You must not otherwise reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Site.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Site in breach of the Terms, your right to use the Site will automatically and immediately cease and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted to you are reserved by the Company. Any use of the Site not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

The Company name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors (the "Marks"). You must not use the Marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Site are the trademarks of their respective owners.

Prohibited Uses

You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to use the Site:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by us, may harm the Company or users of the Site, or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Site, including their ability to engage in real time activities through the Site.
- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Site.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any content for any or no reason at our sole discretion.
- Take any action with respect to any content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Terms or the public, or could create liability for the Company.

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site.
- Terminate or suspend your access to all or part of the Site for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site.

You waive and hold harmless the company and its affiliates, licensees, officers, subcontractors, employees, and service providers from any claims resulting from any action taken by the Company during, or taken as a consequence of, investigations by either the Company or law enforcement authorities.

However, we do not undertake to review all material before it is posted on the Site and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Links To Other Websites

Our Service may contain links to third party websites, advertisers, or services that are not owned or controlled by McCallister Ventures LLC. Any activity, behavior, content is governed by the terms of service on those third-party sites including their privacy policies and Company disclaims any liability for any activity occurring on such third-party sites.

Indemnification

You agree to defend, indemnify and hold harmless McCallister Ventures LLC and its employees, contractors, agents, officers, vendors, licensees, licensors, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, or b) a breach of these Terms.

Disclaimer

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

To the fullest extent provided by law, we will not be liable for any loss or damage caused by a distributed denial of service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the site or any services or items obtained through the site or to your downloading of any material posted on it, or on any site linked to it.

Your use of the site, its content, and any services or items obtained through the site is at your own risk. The site, its content, and any services or items obtained through the site are provided on an “as is” and “as available” basis, without any warranties of any kind, either expressed or implied. Neither the Company nor any person associated with the Company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the site. Without limiting the foregoing, neither the Company nor anyone associated with the Company represents or warrants that the site, its content, or any services or items obtained through the site will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that our site or the server that makes it available are free of viruses or other harmful components, or that the site or any services or items obtained through the site will otherwise meet your needs or expectations.

To the fullest extent provided by law, the Company hereby disclaims all warranties of any kind, whether expressed or implied, statutory, or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for particular purpose.

The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

Limitation of Liability

To the fullest extent provided by law, in no event will the collective liability of the Company and its subsidiaries and affiliates, and their licensors, service providers, employees, contractors, agents, officers, and directors, to any party (regardless of the form of action, whether in contract, tort, or otherwise) exceed the greater of \$500 or the amount you have paid to the company for the applicable content in the last 12 months out of which liability arose.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct or death or bodily injury caused by products you purchase through the site.

The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Site, including, but not limited to any use of the Site's content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Site.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Florida, United States, without regard to its conflict of law provisions.

Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Site shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida, in each case located in the City of Bartow and County of Polk, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

Arbitration

At Company's sole discretion, it may require You to submit any disputes arising from these Terms or use of the Site, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Florida law.

Limitation on Time to File Claims

Any cause of action or claim you may have arising out of or relating to these terms or the website must be commenced within one (1) year after the cause of action accrues; otherwise, such cause of action or claim is permanently barred.

Entire Agreement

The Terms constitute the sole and entire agreement between you and McCallister Ventures LLC regarding the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site.

Contact Us

If you have any questions about these Terms, please contact us at hello@amanda-mccallister.com or by mail here:

McCallister Ventures LLC

Attention: Terms & Conditions

1300 3rd ST SW

Suite 182

Winter Haven, FL 33880

If you need help about our products and services, or this website generally, please contact us at hello@amanda-mccallister.com