

Terms of Use

1. Your Acceptance

Carly Zimmerman Consulting Group, LLC ("Carly Z Creative") provides service to you subject to the following Terms of Use, which may be updated by the company from time to time without notice to you. These Terms of Use constitute a binding agreement between Carly Z Creative and you governing your use of the Website. By using and/or visiting the www.carlyzcreative.com Website or any other websites and social media profiles owned or controlled by Carly Z Creative (collectively as the "Website"), you signify your assent to both these Terms of Use and the Carly Z Creative Privacy Statement. You are only authorized only to use the Website if you agree to abide by all applicable laws and to these Terms of Use. Please read these Terms of Use carefully. If you do not agree to these Terms of Use, please do not use the Website.

2. Website Access

Carly Z Creative hereby grants you permission to use the Website as set forth in these Terms of Use, provided that: (i) your use of the Website as permitted is solely for your personal use; (ii) you will not copy or distribute any part of the Website in any medium without Carly Z Creative's prior written authorization; (iii) you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose; and (iv) you will otherwise comply with the terms and conditions of these Terms of Use.

By accessing the Website, you represent that you are of legal age to form a binding contract and are not a person barred by any laws from using the Carly Z Creative Website. You agree to provide true, accurate, current and complete information about yourself in any and all required fields. If any of your information changes, you agree to update your registration information as soon as possible. If Carly Z Creative suspects that your registration information is not complete, current, or accurate, or that you have otherwise violated these Terms of Use, your account may be subject to suspension or termination, and you may be barred from using the Website.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or similar technological devices or programs, that access the Website in a manner that sends more request messages to the Carly Z Creative servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser.

Notwithstanding the foregoing, Carly Z Creative grants the operators of public search engines permission to use spiders to copy materials from the Website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Carly Z Creative reserves the right to revoke these exceptions either generally or in specific cases, in its sole discretion.

You agree not to collect or use any personally identifiable information ("Personal Information") including without limitation account names, email addresses, or other User Submissions (as defined below), from the Website, nor use the communication systems provided by the Website for any

commercial solicitation purposes, including without limitation to solicit, for commercial purposes, any users of the Website.

3. The Website

These Terms of Use apply to all users of the Website, including users who contribute information, ideas, and other materials or services on the Website. The Website may contain links to third party websites that are not owned or controlled by Carly Z Creative. Carly Z Creative has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. By using the Website, you specifically release Carly Z Creative from any and all liability arising from your use of any third-party website.

4. Payment Terms

Fees: The fee for a Carly Z Creative product or other offering is specified on the page on our Website where you purchase the applicable Carly Z Creative product. You agree to pay all amounts due in accordance with the payment terms in effect when you purchase a Carly Z Creative product, including any applicable service, transaction, or processing fees.

Currency: Transactions are settled in U.S. dollars ("USD"). You will be responsible for payment of any fees or expenses imposed by your payment card provider or the payment processor to settle the transaction in USD.

Payment: You may purchase a Carly Z Creative product by using a valid payment card with valid payment information (Visa, MasterCard, or other issuer accepted by the payment provider). Your use of your payment card is governed by your agreement with and the privacy policy of the applicable payment card, not these terms.

Refunds and Revisions: You may receive a refund on Carly Z Creative products in certain circumstances in Carly Z Creative's sole and absolute discretion. If applicable, revisions may be made to Carly Z Creative products, not to exceed one (1) revision unless at Carly Z Creative's sole and absolute discretion.

5. Intellectual Property Rights

The content created by Carly Z Creative, including without limitation, the text, graphics, and photos created by and for the Website, interactive features ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Carly Z Creative, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the Website is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purpose whatsoever without the prior

written consent of Carly Z Creative or as expressly provided herein. Carly Z Creative reserves all rights not expressly granted in and to the Website and the Content contained therein.

A user of the Website who receives a custom musical recording comprised of a master audio recording and the original composition contained therein (collectively as the "Master") shall be given the limited license to use the Master solely for personal use. A user shall have no right to copy, sell, lease, publicly perform, license or otherwise grant rights in and to the Master. No ownership or rights of any sort in and to the Master shall be transferred, assigned or sold to the user through the purchase of the Master via the Website. Carly Z Creative may, in its sole discretion, grant a user additional rights to share the Master solely through mechanisms (e.g. embedding) provided on the Website or uploading the Master for distribution on certain streaming services. Any such grant of additional rights shall in no way alter or waive the rights expressed hereunder and shall be provided solely as a means for a user to enjoy and listen to the Master.

6. User Submissions

The interactive nature of postings on Carly Z Creative makes it impossible for Carly Z Creative to assume responsibility for any of the materials posted by users. The ideas, suggestions, opinions, comments, and observations made by Carly Z Creative users, and any text, data, photographs, video, music, sound, chat, messages, files or other material provided to us by users are not endorsed by Carly Z Creative, and we make no guarantee regarding the reliability, accuracy, or quality of any user submitted content that is posted on the Website. You acknowledge that you will evaluate and bear any risks related to your use of any user submitted content, including any reliance on the accuracy, completeness, or usefulness of such user submitted content. All user submitted content posted to the Website is the sole responsibility of the person who originally posted the user submitted content, and your sole recourse for any damage you may suffer as a result of user submitted content shall be to such individual.

You shall be solely responsible for your own user submitted content and the consequences of posting or publishing them. You retain all of your ownership rights in your user submitted content.

If you choose to post user submitted content on the Website, we require that you adhere to generally accepted rules of etiquette and standards of behavior, and that your use of the Website reflects your respect for the legal rights of users connected with Carly Z Creative. You understand that Carly Z Creative does not guarantee any confidentiality with respect to any User Submitted Content.

Carly Z Creative expressly disclaims any and all liability in connection with user submitted content. Carly Z Creative reserves the right to remove Content in its sole discretion and without prior notice. Carly Z Creative also reserves the right to terminate a user's access to the Website at any time in its sole discretion and without prior notice.

7. Rules of Conduct

The following rules of conduct apply to your use of the Website and to any and all materials you post on the Website, including text, data, graphics, audio or video content, music, sound, chat, messages, files or other material (collectively User Submissions) whether the User Submission is included in blogs, discussion groups, emails, profiles, comments, or any other portion or feature of the Website.

You may not, in connection with the Website:

Upload, post, email or otherwise transmit any User Submission that is libelous or defamatory, pornographic, sexually explicit, unlawful or plagiarized;

infringes or violates any patent, copyright, trademark, trade secret or other property right; breaches a duty of confidentiality by which you are bound due to a contractual or fiduciary relationship (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); a reasonable person would consider harassing, abusive, threatening, harmful, vulgar, profane, obscene, excessively violent, racially, ethnically or otherwise objectionable or offensive in any way;

constitutes a breach of any person's privacy or publicity rights, a misrepresentation of facts, or hate speech;

violates or encourages others to violate any applicable law, statute, ordinance or regulation;

promotes software or services that deliver unsolicited e-mail; or contains viruses, Trojan horses, worms, time bombs, cancelbots or other similar harmful programming routines.

You may not, except with Carly Z Creative's express advance authorization or in a specially designated area, use the Website to:

harm minors in any way; solicit personal information from anyone under 18;

provide false or deceptive information; delete, add or otherwise change other people's entries or other Content when you have not been granted the privileges to do so; or

allow usage by others in such a way as to violate Carly Z Creative Terms of Use.

8. Copyright Infringement

Carly Z Creative respects the intellectual property of others, and we ask our users to do the same. Thus, in your use of and interactions with Carly Z Creative and the Website, you may not post, modify, distribute, or reproduce in any way any user submitted content that is copyrighted material belonging to others, without obtaining their prior written consent. Carly Z Creative reserves the right, in its discretion, to remove any user submitted content if we believe it may infringe the copyright rights of others, and/or to terminate the accounts of users who we believe to be infringers.

If you believe that your work has been copied or posted on the Website in a way that constitutes copyright infringement, you will need to send a written communication that includes substantially the following (please consult your legal counsel or see Section 512(c)(3) of the Copyright Act to confirm these requirements):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- 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.
- 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. Providing URLs in the content of an email is the best way to help us locate content quickly.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has 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.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such written notice should be sent to hello@carlyzcreative.com.

Please also note that under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

9. Modifications to the Website

Carly Z Creative reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice. Carly Z Creative shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website.

10. Termination

Carly Z Creative may, under certain circumstances and without prior notice, immediately terminate your access to the Website and any other Carly Z Creative service. Cause for such termination shall include, but not be limited to: (a) breaches or violations of the Terms of Use other incorporated agreements or guidelines; (b) requests by law enforcement or other government agencies; (c) a request by you (self-initiated account deletions); (d) discontinuance or material modification to the Website (or any part thereof); (e) unexpected technical or security issues or problems; (f) extended periods of inactivity; (g) engagement by you in fraudulent or illegal activities; and/or (h) nonpayment

of any fees owed by you in connection with the Website or any other Carly Z Creative product. Termination of your Carly Z Creative account includes: (a) removal of access to all pages within the Website; (b) deletion of your password and all related information, files and materials, including User Submissions associated with or inside your account (or any part thereof); and (c) barring of further use of the Website. Further, you agree that all terminations for cause shall be made in Carly Z Creative's sole discretion and that Carly Z Creative shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Website.

11. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, CARLY Z CREATIVE, AND ANY PARENT, SUBSIDIARY, AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, LICENSOR, DISTRIBUTOR, SUPPLIER, AGENT, RESELLER, OWNER, OR OPERATOR OF CARLY Z CREATIVE, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. CARLY Z CREATIVE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. CARLY Z CREATIVE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY HYPERLINKED WEBSITE OR OTHER PROMOTION, AND CARLY Z CREATIVE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CARLY Z CREATIVE OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

12. Limitation of Liability

IN NO EVENT SHALL CARLY Z CREATIVE, OR ANY PARENT, SUBSIDIARY, AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, LICENSOR, DISTRIBUTOR, SUPPLIER, AGENT, RESELLER, OWNER, OR OPERATOR OF CARLY Z CREATIVE, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE

TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT CARLY Z CREATIVE SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Website is controlled and offered by Carly Z Creative from its facilities in the United States of America. Carly Z Creative makes no representations that the Website is appropriate or available for use in other locations. Those who access or use the Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

13. Indemnity

You agree to defend, indemnify and hold harmless Carly Z Creative, and any parent, subsidiary, affiliate, director, officer, employee, licensor, distributor, supplier, agent, reseller, owner, or operator of Carly Z Creative, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Website.

14. Ability to Accept Terms of Use

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. The Website is not intended for children under 13. If you are under 13 years of age, then please do not use the Website.

15. Assignment

These Terms of Use, and any rights and licenses granted hereunder, may not be assigned, transferred, delegated, and sublicensed by you, but may be assigned, transferred, delegated, and sublicensed by Carly Z Creative without restriction.

16. Copyright Notice

The Website is owned by Weebly. All Rights Reserved and no portion of the Website may be copied, reproduced, transmitted, derived, or otherwise used for any purpose without the prior written permission of Weebly.

17. General

If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of this these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Carly Z Creative's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. Carly Z Creative reserves the right to amend these Terms of Use at any time in its sole discretion and without prior notice, which shall take effect upon posting to the Website. It is your responsibility to review these Terms of Use for any changes. Your use of the Website following any amendment of these Terms of Use will signify your assent to and acceptance of its revised terms. You agree that any cause of action arising out of or related to the Website must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

18. Violations of These Terms of Use

Please report any violations of the Terms of Use, including objectionable user submitted content or behavior to hello@carlyzcreative.com. Please state the reasons for your concern and provide a link to the User Submission, Content or, if appropriate, the behavior in question. Upon receiving such a report of a possible violation, Carly Z Creative in its sole discretion may investigate the matter and take such action as Carly Z Creative determines to be appropriate.

19. Updates to Terms of Use

Terms of Use updated February 20, 2023.