## **VLovie LLC**

#### **Policies & Terms**

This page explains our terms of service, which contain important information about your legal rights. When you use VLovie LLC, you're agreeing to these terms.

#### Disclaimer:

VLovie LLC is hosted on Squarespace, who is partnered with Stripe for payment/merchant services. They provide us with the online e-commerce platform that allows us to sell our products and services to you, the consumer. The entity, VLovie LLC is based on, subjected to, and abides by the Policies and Terms of both Squarespace Inc., and Stripe Inc. due to the entity, VLovie LLC, and its use of both platforms;

VLovie LLC is also subjugated to it's own Policies and Terms of VLovie LLC [Below].

The entity, VLovie LLC, and all person(s) of representations and/or its affiliates promise to comply with all three separate sets of Policies and Terms mentioned above.

Please visit Squarespace and Stripe to view the updated Policies & Terms available for immediate view, and referenced to the policies and terms that pertain to You as a consumer of VLovie LLC or You the Consumer as the Recipient of VLovie LLC product and services.

VLovie LC does not intend to infringe on any copyrights or trademark guidelines, nor does VLovie LLC intend to plagiarize or steal any of the information listed below; any information that is listed here is only to inform the consumer about the Policies and Terms VLovie LLC intends to abide by per rules and engagement of working with Squarespace and Stripe and alone as a Corporate Entity. The entity, VLovie LLC, will list those said Policies and Terms on the VLovie LLC website for reference only, to stay compliant with the Policies and Terms of both Squarespace and Stripe, and to assist and guarantee that all parties stay compliant with the Federal and State Laws. The entity, VLovie LLC agrees to keep all Policies and Terms, especially those that pertain to you as a consumer, updated immediately upon change. VLovie LLC also agrees to keep the Policies and Terms ready and available for review in an easy to access format and location on the website.

In the case that you see the word(s) You, Your, You are, and You're under the sections of Stripe or Squarespace, please note that it is in reference to the entity, VLovie LLC unless otherwise referred to You, as the End User or Consumer of VLovie LLC.

#### **VLOVIE LLC POLICIES & TERMS**

#### **OVERVIEW**

This website is operated by VLovie LLC. Throughout the site {for the portion of VLovie LLC Policies and Terms}, the terms "we", "us" and "our" refer to VLovie LLC and the word(s) You, Your, You are, and You're is referred to You, as the End User or Consumer of VLovie LLC. VLovie LLC offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

#### **SECTION 1 - ONLINE STORE TERMS**

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate lawsuit filed against the party whom committed the violation.

## **SECTION 2 - GENERAL CONDITIONS**

We reserve the right to refuse service to, and/or terminate the contract of, any Client for any reason at any time if VLovie LLC finds evidence that a Client, and/or its employees, are acting or assisting in illegal affairs.

#### ARBITRATION CLAUSE - NO CLASS ACTIONS.

You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated or representative action. Class actions, class arbitrations, private attorney general actions and consolidation with other arbitrations aren't allowed.

EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.

2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE

AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT

MAY NOT BE AVAILABLE IN ARBITRATION.

Any dispute, claim, or controversy arising out of or relating to these Terms, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, or relating to this Application shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose one of the following arbitration organizations, and its applicable rules, to conduct the arbitration: JAMS (800 352-5267, www.jamsadr.com), the American Arbitration Association (800 778-7879, www.adr.org), or any other organization subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statutes of limitation. Unless applicable law provides otherwise, the arbitration hearing shall be conducted in the federal district in which you reside. We will pay your filing, administration, service and case management fee, your arbitrator and hearing fee and any arbitration appeal fees you incur all up to a maximum of \$5,000, unless the law requires us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims are frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this clause, then the provisions of this clause shall control. The arbitrator's award shall be final and binding on all parties, except that you may appeal any arbitrator's award pursuant to the rules of the arbitration organization, and we may only appeal an award against us exceeding \$100,000. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration.

You retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, and we agree to reimburse your filing fees for such proceedings. You also retain the right to seek individual injunctive relief in court. Neither you nor we waive the right to arbitrate by filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Clause shall survive any termination of this Agreement. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be unenforceable.

#### COVID 19 and Events Beyond Our Control.

We are not in breach of this Agreement or liable to you if there is any total or partial failure of performance of the Services resulting from any act, circumstance, event or matter beyond our reasonable control. This may include where such results from any act of God, fire, act of government or state or regulation, war, civil commotion, terrorism, insurrection, inability to communicate with third parties for whatever reason, failure of any computer dealing or necessary system, failure or delay in transmission of communications, failure of any internet service provider, strike, industrial action or lock-out or any other reason beyond our reasonable control. In no case shall VLovie LLC, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise

made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### Translations:

This Agreement was originally written in English. We may translate this Agreement into other languages. In the event of a conflict between a translated version and the English version, the English version will control except where prohibited by applicable law.

## SECTION 3 - MODIFICATIONS TO THE SERVICE, PRODUCT, AND PRICES

- A. Prices for our products are subject to change without notice.
- B. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.
- C. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

# SECTION 4 - PRODUCTS OR SERVICES (if applicable)

- A. Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.
- B. All products subjected to change at discretion of VLovie LLC.
- C. We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.
- D. Covid 19 may cause delays in shipping or production
- E. Limitation of Product or Service
  - A. We reserve the right, but are not obligated, to limit the sales of our products or limit the time of our Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis.
  - B. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us.
  - C. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

D. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

#### **SECTION 5 - STORE POLICIES & HOURS**

#### I. Fairness Practice - 0% Discrimination

- A. VLovie LLC **does not** discriminate against any race, religion, sex, gender, or preference.
  - VLovie Agents will not discriminate against any race, religion, sex, gender, or preference. VLovie Agents will not refuse to provide services under these circumstances

# II. Hours

- A. 24/7 Mobile Appointment ONLY
  - 1. Business / Creative Services Global
  - 2. Notary / NSA Services restricted to STATE OF INDIANA
- B. Sales 24/7 Email access

# **III. Contractors & Companies**

A. Some services are purchased through signing services, contractors, or contracting companies; in the case of this event, VLovie LLC is not liable for any fees accumulated and charged. All fees are subjugated to the discretion of the Signing service and/or contracting company. Any disputes must be directly solely to those parties.

#### IV. Notary

A. VLovie LLC will abide by the Indiana Code of Conduct and all Federal and State regulations for Notary and Remote/ENotary

# V. Business / Creative

- A. VLovie Business and Creative services are Federal and State regulations and procedures and fees already set in place by legal authorities.
  - 1. VLovie only charges for the guideline and execution of these regulations & procedures to establish a proper foundation
- B. VLovie DOES NOT assist with Business Type, Business sales, or Business Marketing.
  - 1. VLovie cannot assist entrepreneurs in determining what their business should be or how to implement it live in real time

# VI. Housekeeping

- A. All products are stored in dry, cool storage.
  - 1. Storage is secured and locked away.
- B. Sensitive Documents are digitally secured and insured and/or physically locked and stored

#### VII. Insurance

- A. VLovie LLC is insured.
  - 1. Western Surety 25K Surety Bond and 5K E/O Policy
  - 2. [NNA] Merchants Bonding Company 100K E/O policy
  - 3. Coverwallet Insurance General Liability / BOP / Cyber

# **VIII.** Consumer Complaints

- **A.** In the case of consumer complaints the steps below will be placed in effect to acknowledge and rectify the complaint and you the consumer agree to each clause:
  - 1. You, The Consumer agree to NOT publicly shame VLovie or discuss any complaint or incident of complaint on any social platform to assure VLovie does not incur undue hardship or suffer social reputations repercussions in case VLovie is not found at fault.
    - **a)** Breach of this clause will result in a lawsuit from VLovie against the party for discrimination, undue hardship, legal fees, and etc...
  - **2.** All complaints on products or services will handled according to the refund policies.
  - **3.** For complaints of negative customer service the incident will be investigated by a higher authority and rectified accordingly.
    - **a)** The party involved will be reprimanded with 3 day suspension and/or terminated depending on the offense.
  - **4.** For complaints of offensive comments or threatening acts were made the party involved will be terminated and will not be associated with VLovie LLC.
    - **a)** VLovie will fix any mistakes made and give further accommodations to the offended party (accommodations will be at the discretion of the owner of VLovie only).
    - b) VLovie will NOT be liable for the actions or comments made by the party that committed the offense and should any legal ramifications become involved, including but not limited to lawsuits, class action lawsuits, criminal charges, and etc., VLovie is not to be sued in inclusion with the party in violation.

- **5.** For complaints of theft an investigation will be made by a higher authority as well as the police.
  - **a)** If VLovie is not at fault, VLovie will NOT incur any debt or punishment resulting from the incident.
    - (1) VLovie will NOT repay any loss.
    - **(2)** VLovie will NOT be liable for any loss and CANNOT sued in inclusion with the party at fault.
  - **b)** If VLovie is at fault any and all items or money that was stolen and can be proven and accounted for will be replaced accordingly.
    - (1) VLovie will need to see proof of receipts and ownership and/or review video footage before dispersing any funds.
      - (a) Dispersement will be at the discretion of VLovie LLC.

# IX. Privacy Policy & Security Compliance Clause

- A. This notice provides the privacy policy regarding the nature, purpose, use, and sharing of any Personally Identifiable Information (PII) collected via this website, or in person.
- B. VLovie LLC agrees to stay compliant with All Federal and State Privacy Laws.
- C. VLovie LLC agrees to stay compliant with Squarespace, Stripe, and Chase Privacy Policies and implemented developer tools that protect Customer Data and dictates how that said data is used in order to stay in compliance with Federal and State Privacy Laws {listed within Chase, Stripe, & Squarespace online Policies}.
- D. VLovie will maintain insurance coverage and cyber protection.
- E. VLovie will maintain and secure locked storage of physical information.
- F. Confidentiality Clause:
  - 1. VLovie LLC promises to shred any and all documents that VLovie is not required to keep.
  - 2. VLovie promises to keep all required information that is collected confidential, secured, and locked away from all view and/or destruction.
  - 3. In the case of a data breach or hijack VLovie LLC has cyber protection and insurance.

**SECTION 6 - NDA DISCLAIMER** 

NDA/DISCLAIMER: VLovie LLC Discloses Information And Items Relating To Client Personal Private Information, Business Documents, Formulas, Programs, Products, Applications, Systems, Components, Technologies, Topics, Intellectual Property, And Trade Secrets In Which Any And All Information, Content, Theories, Property, And Intellectual Property Discussed Is Considered Highly Confidential And Proprietary. YOU, The Consumer Or Student, Understand That ALL Data And Information Shared From VLovie Is Part Of VLovie LLC Trade Secrets; This Information Is Patented, Copyrighted, And Trademarked Under VLovie LLC And That VLovie Will Take Full Legal Action Against Any Person(S) And/Or Entity(Ies) That Shares/ Replicates/ Pirates/ Plagiarizes/ Mass Markets Any Property Of Information Of VLovie LLC; And That YOU, The Consumer Or Student, Will Be Prosecuted To The Full Extent By VLovie LLC.

When Purchasing, Each Consumer Agrees To This Confidentiality And To The Policy, Terms, & Conditions Of Use Of Any And All Service/ Product/ Resource Both Physical And Digital, In Which, VLovie Llc Has Clearly Stated Shall Not Be Replicated, Plagiarized, Shared, Pirated, Or Mass Marketed, And That Breach Of This Clause And Agreement Will Result In A Legal Suit From VLovie Llc To Each Party Involved. This Clause Also Extends To Consumer After Purchasing From VLovie Due To VLovie NDA Contract.

VLovie Will Have Multiple And Varied Records Of Proof That You As A Consumer Are Aware That VLovie Service Products Are Confidential And Not Allowed To Be Shared; These Records Can And Will Be Used As Evidence If Legal Action Is Taken.

- Policies, Terms, & Conditions
- VLovie FAQs Page
- Authorization Checkbox During Checkout
- Emailed Order Confirmation
- Service Product Descriptions
- Nda Contract
- Verbal Account Directly From VLovie Agent During Consultation
- Verbal Account Directly From VLovie Agent During Release Of Product And Resources
- Emailed Note/Reminder During Release Of Product And Resources
- Confidential Warning Label On Actual Product And Resources

There Is A Traceable Embedded Code In Each Digital And Pdf Resource Given To VLovie Consumers When Purchasing. If Replicated, Plagiarized, Shared, Pirated, Or Mass Marketed, The Traceable Embedded Code Is Transferred; The VLovie Legal Team Can And Will Trace The Specific Code To The Original Purchase Order And Take Full Legal Action Against The Consumer Who Purchased The Original Order For The Full Extent Of Damage And Hardship Accrued.

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

#### **SECTION 8 - THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

# SECTION 9 - ERRORS, INACCURACIES AND OMISSIONS [ALSO SEE INSURANCE CLAUSE]

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No

specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.