

TERMS & CONDITIONS

Effective date: March 2023

Welcome to InstaEvents LLC!

By using our website, you, the person using this website (hereinafter: the ‘**User**’) agree to our Terms and Conditions. Please read these Terms carefully before using our website.

This agreement discloses the Terms and Conditions of your use of www.instaeventslc.com (hereinafter: the “**website**”), owned by InstaEvents LLC/Ellen Dionne, a Company in New Hampshire (hereinafter: the “**Company**”). By accessing or using our website, you hereby agree to be bound by the Terms and Conditions incorporated herein in addition to our Privacy Policy.

It is your responsibility to read this agreement prior to using our website. If you do not expressly agree to all the Terms and Conditions outlined herein, then please do not access or use our website.

ACCEPTANCE OF TERMS:

1.1 The following Terms and Conditions Agreement (hereinafter: “**TOC**”) is a legally binding agreement that shall govern the relationship with the Company’s Users and others which may interact or interface with the Company, the website, and the Company’s subsidiaries and affiliates. Your access to and use of this website signifies your acceptance and agreement of the Terms and Conditions.

LANGUAGE:

2.1 The following terminology applies to these TOC and Privacy Policy: “client”, “User” “you” and “your” refers to you, the person using this website. “The Company”, “Company”, “ourselves”, “we”, “our” and “us”, refers to the Company.

PURPOSE OF InstaEvents LLC/ Ellen Dionne

3.1 The purpose of this website is for promotional, informational, and educational purposes only. This extends to all digital products and services purchased on or through this website, inclusive of any communication between you and the Company via email or telephone, or through any notices from announcements, newsletter, promotional materials, or social media marketing channels.

3.2 All content is not guaranteed to be accurate, complete, reliable, current, or error-free. By using this website, you accept and agree that following any information or recommendations provided therein and all channels of digital content is at your own risk.

3.3 We make no guarantee of any kind regarding the potential income or results that can be generated through the use of our services, products or website. From time to time, we may publish testimonials from clients - however, please keep in mind that past results are not an indication or promise of your results.

COPYRIGHT:

4.1 all materials created by the Company on the website, and by extension any products and services sold or provided on or through the website including but not limited to digital media, pictures, videos, contracts, manuals, wireframes, websites, code, pdfs, resources, step-by-step services etc. Are protected by copyright laws as original works. The absence of a registered copyright symbol does not mean that such materials are not protected as belonging to the Company.

4.2 You agree and understand that everything on this website is the exclusive property of the Company, and you hereby agree:

I. You will not use any materials for any other purpose than what is expressly permitted in this agreement;

II. You will not distribute, share, sell, copy, exploit, reuse, duplicate or reproduce in any medium, the website;

III. You will not distribute, share, sell, copy, exploit, reuse, duplicate or reproduce in any medium, any materials or services purchased on or through this website and associated channels of the Company without express written authorization from the Company to do so;

IV. You understand that any violation of these Terms will be remedied by the highest degree of the law permissible accompanied by a monetary fine as deemed adequate by applicable law;

V. You understand that each page of this website is to be considered a separate work under the copyright act and each access of a page or product or service purchased and delivered to the customer is to be considered a separate publication of work under the copyright act.

TRADEMARKS:

5.1 The Company's name and logo are trademarks of the Company. Other names, words, titles, phrases, logos, designs, graphics, icons, and trademarks displayed on the website may constitute registered or unregistered trademarks of the Company or third parties. While certain trademarks of third parties may be used by the Company under license, the display of third-party trademarks on the website should not be taken to imply any relationship or license between the Company and the owner of said trademark or to imply that the Company endorses the wares, services, or business of the owner of the said trademark.

LICENSE OF INTELLECTUAL PROPERTY:

6.1 Unless otherwise stated, the Company and/or its licensors own the property rights for all material on the website and in the services, any digital products or services sold or downloaded through our services, as well as any and all materials on accompanying

social media platforms, including, but not limited to all social media accounts outlined herein. Examples of Intellectual Property found on our website and within our products and services include, but are not limited to: trademarks, service marks, layout, logos, business name, design, text, written copy, certain images, podcast recordings, videos, audio files, and all of our paid products (collectively referred to as “Intellectual Property”). **All Intellectual Property rights are reserved. If we have materials on the website that you can download, permission is granted to download copies of said materials for personal, non-commercial transitory viewing only.**

6.2 This is the grant of a license, not a transfer of title. Under this license you may access the website for personal use, but may not:

- I. Modify, copy, republish, reproduce, or redistribute the website materials;
- II. Use the website materials, and any products or services sold through the website, for any commercial purpose, including but not limited to: sell, rent, sub-license, or use for any public display (commercial or non-commercial);
- III. Transfer the website materials, and any products or services sold through the website, to another person or ‘mirror’ the materials on any other server.

6.3 If such behavior, as outlined above, is discovered or suspected, this license shall automatically terminate if confirmed as a violation of any of these restrictions. The Company reserves the right to immediately revoke your access to the website, as well as any programs, services, or materials you may have purchased through the website or the Company, without refund, and reserve the right to prosecute any actionable infringement or misuse to the full extent of the law. Upon terminating your viewing of these materials or upon termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

6.4 The Company further reserves the right to request that you remove all links or any particular link thereof, linking to our website. You accept to immediately remove any and all links upon request.

6.5 This website may use free stock photography as part of its design. All stock images used have an irrevocable, non-exclusive copyright license to download, copy, distribute, use and modify the photos for free, including for commercial purposes. Use of said stock photography is permissible under applicable laws without permission from the photographer or attributing the work to the photographer.

6.6 Any requests for written permission to use any content posted on this website must be expressly made before you use any such content and may be made by sending an email with your written request to: edionne@instaeventsllc.com.

LINK TO THIRD PARTY WEBSITES:

7.1 This website may contain links to third-party websites and/or resources, which are not maintained by or related to us. You acknowledge and agree that the Company is not responsible for the availability of such links, resources and content, and does not endorse, and is not responsible or liable for, any content, advertising, products, services, or other materials made available to or from these linked websites. You understand that the Company accepts no liability, directly or indirectly, for any errors, damages, or omissions contained in third-party websites.

7.2 This website may also have links to affiliate Programs. We reserve the right to link to products or services for which we earn a commission, affiliate fee, or referral fee (all of which are interchangeable and mean the same thing for purposes of this Agreement). We will take reasonable measures to ensure that all affiliate links are labeled and disclaimed conspicuously.

SOCIAL MEDIA GUIDELINES:

8.1 The Terms and Conditions of this Site extend to the use of any and all social media pages on Facebook, Pinterest, Twitter, Instagram, LinkedIn, YouTube or Tik Tok, or post any reviews or comments regarding your use of the Service on these social media services or third-party websites, we ask you to follow the following guidelines:

- I. The Company reserves the right to remove, block and/or delete any comments that may be construed as bullying, name-calling, foul language or

contrary to the Sites intended conversation of positivity, education and encouragement.

II. By using any and all social media pages, you verify that all information submitted is accurate and factual. Negative comments and/or complaints posted by you may be construed as claims about the Company and may be subject to legal claims.

III. You further agree to privately contact the Company with any concerns or suggestions prior to, and in replace of, posting publicly.

FEEDBACK, COMMENTS AND TESTIMONIALS:

9.1 With your prior permission, you agree that the Company has the right to use your feedback whether in the form of emails, submissions, surveys, comments, discussions on the services and/or product-related forums, calls, or otherwise, for the purpose of marketing or promoting the Company and/or its services and products. You understand that any comments posted on this website or on our social media channels/profiles reflect the views and opinions of that person who made said posts and not the views and opinions of the Company. The Company reserves the right to comment, delete and or edit any comment or posts made on this website or on our social media channels/profiles.

SHARED INFORMATION NOT CONFIDENTIAL OR PRIVILEGED:

10.1 You understand that any information you provide or share with us directly or indirectly, by use of this website or social media channels will not be treated as confidential or privileged. Also, any expressed opinion by another User is their own and should not be considered as reflecting the opinion of the Company.

PURCHASE POLICY:

11.1 if you purchase a program, product or service from us, you may also enter one or more separate agreement(s) with the Company and will be subject to the Terms outlined in the Terms and Conditions and any accompanying agreements (that may include a Terms of purchase or private client agreement). You agree to be bound by all agreements and abide by the contents therein.

MODIFICATIONS AND CHANGES:

12.1 the Company reserves the right, at our sole discretion, to modify, replace or revise the Terms and Conditions for this website at any time and without notice. By continuing to access or use our website after those revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, please stop accessing our website.

RELEASE OF CLAIMS, INDEMNITY AND LIMITATION OF LIABILITY

13.1 As a condition of your use of the website and our services, you hereby release the Company and its directors and affiliates from and against any and all liabilities, expenses (which include legal fees) and damages arising out of claims resulting from/or arising out of your use of this website or our services.

13.2 The User releases any right to claims against the Company to the maximum extent as permissible under applicable law. The User agrees that under no circumstances will the Company be liable to any party for any type of damages resulting or claiming to result from any use of or reliance on our digital products, our services or content found therein, and the User hereby releases the Company from any and all claims whether known now or discovered in the future.

13.3 Except as expressly provided herein, or where prohibited by law, the maximum liability of the Company is the amount paid to the Company by the customer.

SEVERABILITY:

14.1 If any provision of the Terms and Conditions shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

GOVERNING LAW:

15.1 Any claim relating to the Company or this website shall be governed by the laws of the New Hampshire, USA without regard to its conflict of law provisions.

ENTIRE AGREEMENT:

16.1 These TOC, read in combination with our Privacy Policy constitute the entire agreement relating to your use of our website. This agreement may not be amended or modified except by the Company.

UPDATES

17.1 [RESERVED

CONTACT:

18.1 If you have any questions about these Terms, please contact us at edionne@instaeventsllc.com