

## **Website Terms and Conditions of Use with Disclosures and Disclaimers**

The following Terms of Use are entered into by and between You and Revive Nail Studio, LLC (“Company”, “we”, or “us”).

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Use”), govern your access to and use of Revivenailstudio.com, including any content, functionality and services offered on or through Revivenailstudio.com (the “Website”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference. If you do not want to agree to these Terms of Use including the agreements incorporated by reference herein, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, 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 Website.

### **CHANGES TO THE TERMS OF USE**

We may revise and update these Terms of Use 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 Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### **PRIVACY**

Your use of the Website is also subject to the Company’s [Privacy Policy](#). Please review our Privacy Policy, which also governs the Website and informs users of our data collection practices. Your agreement to the Privacy Policy is hereby incorporated into these Terms of Use.

### **ACCESSING THE WEBSITE AND ACCOUNT SECURITY**

We reserve the right to withdraw or amend this Website and any service or material we provide on the Website in our sole discretion without notice. We will not be liable if for any reason all or any part of the

Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users. If you have any questions or concerns about these Terms, contact [reviveyournails@gmail.com](mailto:reviveyournails@gmail.com)

To access the Website 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 Website and any resources downloaded from the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our 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 user name, 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 Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name 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 user name, 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 of Use.

## **NO UNLAWFUL OR PROHIBITED USE AND INTELLECTUAL PROPERTY**

You are granted a non-exclusive, non-transferable, revocable license to access and use the Website and the resources available for download from the Website strictly in accordance with these Terms of Use.

As a condition of your use of the Website, you warrant to the Company that you will not use the Website or any of the resources available for download from the Website for any purpose that is unlawful or prohibited by these Terms. You may not use the Website or any of the resources available for download from the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

All content included as part of the Service, such as text, graphics, logos, images, videos, music, or art, as well as the compilation thereof, and any software used on the Website, is the property of the Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Website or any of the resources available for download from the Website.

The Company content is not for resale. Your use of the Website or any of the resources available for download from the Website does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your individual use, and will make no other use of the content without the express written permission of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized by these Terms.

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#### **FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY**

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This website provides information only, and does not provide any financial, legal, medical or psychological services or advice. None of the content on this website promises to prevent, cure, or treat any mental or medical condition. You are responsible for your own financial, legal, physical, mental and emotional well-being, decisions, choices, actions and results. Revive Nail Studio, LLC disclaims any liability for your reliance on any opinions or advice contained in this website.

This website is not intended to be a substitute for professional advice that can be provided by your own accountant, lawyer, financial advisor, or medical professional. You should consult with a professional if you have specific questions about your own unique situation.

The Company may demonstrate certain physical exercises. You understand that physical activity and exercise are inherently risky and dangerous activities. Inherent risks are risks that cannot be eliminated completely regardless of the care and precautions taken by the Company. You acknowledge Revive Nail Studio, LLC and its owners, agents, employees, and contractors may not be a trained or certified exercise instructor or personal trainer.

### **ACCURACY AND PERSONAL RESPONSIBILITY**

We have done our best to ensure that the information provided on this Website and the resources available for download are accurate and provide valuable information, but we cannot guarantee the accuracy of the information. Neither the Company nor any of its owners or employees shall be held liable or responsible for any errors or omissions on this Website or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with your situation.

By using this Website, you accept personal responsibility for the results of your actions. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available on this Website or the resources available for download from this Website. You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policy suggested or recommended on this Website.

### **NO GUARANTEES AS TO RESULTS**

You agree that the Company has not made any guarantees about the results of taking any action, whether recommended on this Website or not. The Company provides educational and informational resources that are intended to help users of this Website succeed. You nevertheless recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Company.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others – whether clients of the Company or otherwise – applying the principles set out in this Website are no guarantee that you or any other person or entity will be able to obtain similar results.

## **EMAIL AND OTHER ELECTRONIC COMMUNICATIONS**

Visiting the Website or sending emails to the Company constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

We would be pleased to communicate with you by e-mail, and there are various places on this Website that provide you the ability to send an electronic communication to the Company. Any such email or other electronic communication, however, does not create a business relationship or any contractual relationship. As set forth more fully in our Privacy Policy, we will take reasonable steps to ensure that any communications remain confidential, but we cannot guarantee the security of such communications and cannot guarantee that we would not be required to disclose such communications as a result of a court order.

## **DISCLAIMERS:**

### **MATERIALS PROVIDED TO THE WEBSITE**

If you submit, comment or post any materials (such as photos, videos or written content) to this website, you represent and warrant that: (1) you are at least 13 years old; (2) you are the owner of or have permission to share such materials; (3) you grant Revive Nail Studio, LLC a perpetual, royalty-free, worldwide non-exclusive license to use, copy, reproduce, publish, distribute, display and publicly perform those materials, in whole or part, in any manner or medium, now known or hereafter developed, for any purpose, including commercial purposes and advertising; (4) you grant Revive Nail Studio, LLC a perpetual, royalty-free, worldwide non-exclusive license and release to use your name and likeness in connection with such materials for any purposes, including commercial purposes and advertising. Revive Nail Studio, LLC does not claim any ownership rights in your materials.

Please choose carefully the materials that you upload to, submit to, or embed on this website. Any material you post on this website becomes public. You are responsible for your material and for any liability that may result from the material you post on this website. You participate, comment, and post material on this website at your own risk. Any communication by you on this website, whether by leaving a comment or participating in a chat room, message board, public forum, chat bot, contact submission form or other interactive service, must be respectful. You may not communicate or submit any content or material that is abusive, vulgar, threatening, harassing, knowingly false, defamatory or obscene or otherwise in violation of any law or the rights of others. You agree to post comments or

other material only one time.

No compensation will be paid with respect to the use of your Submission, as provided herein. Revive Nail Studio, LLC is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the Company's sole discretion.

The Company, in its discretion, may delete or modify, in whole or part, any post, comment or submission to this website. Revive Nail Studio, LLC does not, however, have any obligation to monitor posts, comments, or material submitted by third parties. The Company neither endorses nor makes any representations as to the truthfulness or validity of any third-party posts, comments, or material on this website. Revive Nail Studio, LLC shall not be responsible or liable for any loss or damage caused by third-party posts, comments, or materials on this website.

## **VISITOR BEHAVIOR ON WEBSITE**

You are strictly forbidden from the following:

- Causing damage to this website
- Using this website for any unlawful, illegal, fraudulent or harmful purpose or activity
- Using this website to copy, store, host, transmit, send, use, publish or distribute any spyware, virus, worm, Trojan horse, keystroke logger or other malicious software
- Using this website to transmit, send or deliver unsolicited communications or for other marketing or advertising purposes
- Systematically or automatically collecting data from this website
- Sharing private and proprietary information from online courses with anyone else

Revive Nail Studio, LLC may, without notice, refuse access to its website, in whole or part, to any person that fails to comply with these Terms.

## **LINKS TO THIRD PARTY WEBSITES AND SERVICES**

The Website may contain links to other Websites ("Linked Websites"). The Linked Websites are not under the control of the Revive Nail Studio, LLC, and the Company is not responsible for the contents of any Linked Website, including without limitation any link contained in a Linked Website, or any changes or updates to a Linked Website. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the Website or any association with

its operators. Any links to third-party products, services, or sites are subject to separate terms and conditions. Revive Nail Studio, LLC is not responsible for or liable for any content on or actions taken by such third-party company or website. Although Revive Nail Studio, LLC may recommend third-party sites, products or services, it is your responsibility to fully research such third parties before entering into any transaction or relationship with them.

## **USE OF PAID COURSES, PROGRAMS, AND ASSOCIATED MATERIAL**

The Company from time-to-time provides various courses, programs, and associated material for sale on this Website. The Company grants you a limited, personal, non-exclusive, non-transferable license to use our courses, programs, and associated material (collectively the “Courses”) for your own personal or internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Courses in any manner.

By ordering or participating in Courses, you agree that the Courses you purchase or download may only be used by you for your personal or business use and may not be sold or redistributed without the express written consent of the Company.

By ordering or participating in Courses, you further agree that you shall not create any derivative work based upon the Courses and you shall not offer any competing products or services based upon any information contained in the Courses.

## **NO WARRANTY**

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**Revive Nail Studio, LLC** SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS WEBSITE, INCLUDING ITS MATERIALS, PRODUCTS OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THIS WEBSITE.

## **LIMITATION OF LIABILITY**

You agree to absolve the Company of any and all liability or loss that you or any person or entity associated with you may suffer or incur as a result of use of the information contained on this website and/or the resources you may download from this website. You agree that the company shall not be liable to you for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of this website.

The information, software, products, and services included in or available through the website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. The Company and/or its suppliers may make improvements and/or changes in the website at any time.

The Company and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the website for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided “as is” without warranty or condition of any kind. The Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

To the maximum extent permitted by applicable law, in no event shall the Company and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the website, with the delay or inability to use the website or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the website, or otherwise arising out of the use of the website, whether based on contract, tort, negligence, strict liability or otherwise, even if the Company or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of the liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the website, or with any of these



terms of use, your sole and exclusive remedy is to discontinue using the website.

## **ARBITRATION**

You hereby expressly waive any and all claims you may have, now or in the future, arising out of or relating to this Website, Revive Nail Studio, LLC, any and all contracts you enter into with the Company, and any and all of the Company's products and services.

To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only through binding arbitration to occur in Leesburg, Virginia. You further agree to and do hereby waive any right to class arbitration and agree, instead, to conduct an arbitration related solely to any individual claims you and/or any entity related to you asserts against the Company. To the fullest extent permissible by law, you further agree that you shall be responsible for all costs associated with initiating the arbitration and for the administration of the arbitration.

## **INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Website or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

## **TERMINATION AND ACCESS RESTRICTION**

The Company reserves the right, in its sole discretion, to terminate your access to the Website and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, and you hereby consent to resolve any and all disputes arising under or related to this Website or the Terms of Use pursuant to the Arbitration Clause above. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

## **NO JOINT VENTURE OR OTHER RELATIONSHIP**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this agreement or use of the Website. The Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the Company's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by the Company with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

## **GENERAL TERMS**

These Terms shall be governed by and construed in accordance with the laws of the State of Virginia, without giving effect to its conflict of laws. The nearest state and federal court to Leesburg, Virginia shall have exclusive jurisdiction over any case or controversy arising from or relating to this website, including but not limited to the Privacy Policy or these Terms. By using this website, you hereby submit to the exclusive jurisdiction and venue of these courts and consent irrevocably to personal jurisdiction in such courts and waive any defense of forum non conveniens.

If any provision of these Terms is held invalid or unenforceable, the remainder of these Terms will remain in full force and the invalid or unenforceable provision will be replaced by a valid or enforceable provision. The prevailing party in any dispute between the parties arising out of or related to these Terms, whether resolved by negotiation, mediation, or litigation, shall be entitled to recover its attorneys' fees and costs from the other party.

This is the entire agreement of the parties, and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations.

Revive Nail Studio, LLC controls and operates this website from offices in the United States. Revive Nail Studio, LLC does not represent that materials on this website are appropriate or available for use in other locations. People who choose to access this website from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

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- [Ericasata.com](http://Ericasata.com)

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## **CONTACT US**

Revive Nail Studio, LLC welcomes your questions or comments regarding the Terms:

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