

Terms of Use

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Introduction

These terms of use and our privacy policy govern your use of this site, owned by Kalyn Leigh, LLC (“we” or “our”). By accessing and using this website, you consent to and agree to be bound by these Terms, including the template/product license, site use agreement and privacy policy.

All website users must be at least 13 years old or of necessary age in their country of residence.

If you have questions about this site, please contact solutions@kalynleigh.com.

Legal Disclaimer

The communication of information to, and the receipt of information or products from, this site and those connected with and maintaining this site does not and is not intended to establish a client relationship. Email communication is not and cannot be treated as privileged or confidential. The information posted on this site is provided solely for informational and educational purposes and is not legal or tax advice. If you have a specific problem and need tax advice, you should contact an accountant.

Products

All products and services are subject to availability. We reserve the right to discontinue any products or service at any time for any reason. Prices for all products and services are subject to change.

Purchases and Payment

We accept the following forms of payment:

- Visa
- Mastercard
- American Express

- Discover

- ACH Bank Payment

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in U.S. dollars.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Site. 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 payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

Refunds Policy

Please review our Refund Policy posted on the Site when ordering prior to making any purchases.

License

By purchasing the Business Budget Guide or other product from this website, you are granted one irrevocable, worldwide, non-exclusive license to the product that you purchase. You violate this license if you give or sell the product to anyone, or if you imply that anyone who gets access to our template/product has the right to use it for commercial purposes. We reserve the right to invoice you for any licenses you gift to others and revoke your access to our template/product permanently.

Basically, if you purchase a template or product from this website, you are not allowed to share it with anyone.

Intellectual Property Ownership

We reserve all rights in and to our common law and registered trademarks, service marks, copyrights, and other intellectual property rights, including but not limited to text, graphics, photographs, video, design, and packages, belonging to Kalyn Parrish, Kalyn Leigh, LLC or to our licensors ("IP"). You cannot use, copy, modify, adapt, reproduce, store, distribute, print, display, perform, or publish any of our IP except as provided in these Terms or with prior written consent from us.

User Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site or the Product/Service Offerings ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

Consent

By using our website, you hereby consent to these Terms, site use agreement and privacy policy.

Electronic Communications, Transactions & Signatures

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES,

CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

California Users & Residents

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

GUARANTEES, LIABILITY, AND DISCLAIMERS

Warranties

While we make every effort to ensure that the content on this website is free from errors, we do not give any warranty or other assurance as to the accuracy, completeness, timeliness or fitness for any particular purpose of the content and materials on this site beyond reasonable efforts to maintain the site. To the maximum extent permitted by law, we provide our website and related information and services on an "as is" and "as available" basis without any warranties, representations, or guarantees of any kind (whether express, implied, statutory, or otherwise) including but not limited to warranties of non-infringement, merchantability, or fitness for a particular purpose.

Earnings Disclaimer

We make no income/financial claims nor guarantee of any kind regarding the potential income that can be generated through our communications or your participation in the purchase of any of our products. Past results are not an indication or promise of your results. There is no guarantee you will earn any money using any of our materials, and your revenue is dependent solely on you and your actions or non-actions.

Limitation of Liability

To the extent legally permitted, in no event shall Kalyn Leigh, LLC or Kalyn Parrish be liable as a result of your use of this website or products purchased on/through this website for direct, indirect, special, incidental, punitive or consequential damages, losses or expenses, including but not limited to loss resulting from business disruption, loss of data, lost profits, lost goodwill, or damage to systems or data howsoever arising including without limitation through an action in contract, tort (including negligence) or otherwise, even if we have been advised of the possibility of such damages.

Availability

Your use of our website and any associated services may sometimes be subject to interruption or delay. Due to the nature of the Internet and electronic communications, we and our service providers do not make any warranty that our websites or any associated services will be error-free, without interruption or delay, or free from defects in design. We will not be liable to you should our websites or the services supplied through our websites become unavailable, interrupted or delayed for any reason.

Malicious code

Although we endeavor to prevent the introduction of viruses or other malicious code (together, "malicious code") to our websites, we do not guarantee or warrant that our websites, or any data available therein, do not contain malicious code. We will not be liable for any damages or harm attributable to malicious code. You are responsible for ensuring that the process you employ for accessing our websites does not expose your computer system to the risk of interference or damage from malicious code.

Security

The security of your contact information is of the utmost importance to us. However, you acknowledge the risk of unauthorized access to, or alteration of, your data. We do not accept responsibility or liability of any nature for any losses you may sustain as a result of such unauthorized access or alteration. All information transmitted to or from you is transmitted at your own risk, and you assume all responsibility and risks arising from your use of this website and the

internet. We do not accept responsibility for any interference or damage to your computer system that may arise in connection with your access to this website or any outbound hyperlinks.

MISCELLANEOUS

Indemnification

Your use of this website and content is voluntary. You shall indemnify Kalyn Leigh, LLC, its members, agents, successors and assigns, and Kalyn Parrish, holding all harmless from any and all lawsuits, claims, expenses (including reasonable legal fees), settlements, damages, judgments and the like arising from your use of this website, content, and any product purchased from this website and from your failure to maintain the confidentiality and/or security of your password or access rights to this website and its content.

Waiver

Failure to enforce any provision of these Terms will not constitute a waiver of such provision. Any waiver by us of a breach of or right under this Agreement will not constitute a waiver of any other or subsequent breach or right.

Amendments

We reserve the right to amend these Terms, including our Privacy Policy, as needed from time to time, with or without notice. You are bound by any changes made to these Terms. The date of the last revision will be indicated by the “Last updated” date at the top of this page; we may also elect to notify you by posting a notice on a home page or other method. If you continue to use our site after we have made revisions, your continued use constitutes consent to the revised Terms of Use and Privacy Policy.

Feedback

If you provide us any feedback about our websites or any products, you grant us the right to use that feedback to improve our websites or products (and for any other purpose we deem necessary or desirable) without being obliged to pay you any compensation for our use of that feedback. If you do send us unsolicited

ideas, such ideas will be deemed non-confidential, and we will not be required to provide any acknowledgment of their source.

Severability, Headings & Merger

Headings are included for convenience and shall not affect the construction of these Terms. The singular includes the plural and vice versa. If any portion of these Terms is held to be unenforceable or contrary to law, such portion shall be construed in accordance with applicable law to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remainder of the provisions shall remain in full force and effect. These Terms supersede any existing communications or agreements and are the full extent of the agreement between the parties.

Third-Party Websites

Our websites provide links and pointers to Internet sites maintained by third parties. Such linked sites are not under our control and we are not responsible for the contents (including the accuracy, legality or decency) of any linked site or any material contained in a linked site. We will not be liable for any damages or loss arising in any way out of or in connection with or incidental to any information or third-party service provided by any third party.

Governing Law

These Terms, including the Privacy Policy, are governed by the laws of the state of North Carolina in the United States of America (USA) and the courts of North Carolina, USA shall have jurisdiction to hear and determine any dispute arising from these Terms. You agree that any proceeding relating to the use of this site must be filed exclusively in the appropriate courts located in North Carolina and you submit to the jurisdiction of those courts and waive any objection based on an inconvenient forum or other reasons.

Contact Information

The owner of this website is Kalyn Leigh, LLC located at 5424 Patterson Road, Durham, NC 27705. Our phone number is (662) 769-1616. Our email address is solutions@kalynleigh.com.

All rights reserved

All rights not expressly granted in this Agreement are reserved by us. If you do not see a usage scenario here that applies to your intended usage contact us at solutions@kalynleigh.com.

Update

Should we update, amend or make any changes to this license, terms, and conditions of use or privacy policy, those changes will be posted here.