

# HAYLEY Carr

## Terms & Conditions

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If there are any hassles or troubles with downloads or deliveries, please don't hesitate to contact us immediately [right here](#), or by emailing [hola@hayleycarr.tv](mailto:hola@hayleycarr.tv) and we will endeavour to get back to you as soon as heavenly possible.

### Credit Card Security

All transactions are processed via a third party PCI Compliant provider, and your details are completely safe and confidential.

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Protecting the online privacy of children is especially important to us, and those under the age of 13 are protected by federal law. For that reason, our Company does not knowingly permit children under the age of 13 to become registered members of our sites, or to buy goods and services on our sites, without verifiable parental consent. Our Company does not knowingly collect or solicit personal information about children under 13, except with their parent's express consent. If we ever include children under the age of 13 as part of our intended site audience, those specific web pages will, in accordance with the provisions of the Children's Online Privacy Protection Act (COPPA), be clearly identified and provide an explicit privacy notice; and we will provide processes to obtain parental approval, provide access to information and allow parents to request removal of their children's personal information.

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You understand that our Company cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a

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## **Indemnity**

You will indemnify and hold Company, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (hereinafter known as the "Indemnified Parties") harmless from any breach of these Terms of Use by you, including any use of Content other than as expressly authorized in these Terms of Use. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorney's fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this site. Information you provide You may not post, send, submit, publish, or transmit in connection with this site any material that:

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- advocates illegal activity or discusses an intent to commit an illegal act;
- is vulgar, obscene, pornographic, or indecent;

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- includes MP3 format files;
- amounts to a 'pyramid' or similar scheme;
- disobeys any policy or regulations established from time to time regarding use of this site or any networks connected to this site; or
- contains hyper-links to other sites that contain content that falls within the descriptions set forth above.

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## **Security**

Any passwords used for this site are for individual use only. You will be responsible for the security of your password (if any). Company will be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that Company considers insecure, Company will be entitled to require the password to be changed and/or terminate your account. You are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with system

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These Terms of Use will be governed and interpreted pursuant to the laws of (New South Wales) NSW, Australia, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in NSW connection with any dispute between you and Company arising out of these Terms of Use or pertaining to the subject matter hereof. The parties to these Terms of Use each agree that the exclusive venue for any dispute between the parties arising out of these Terms of Use or pertaining to the subject matter of these Terms of Use will be in the state and/or federal courts in Sydney, NSW. If any part of these Terms of Use is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. These Terms of Use constitute the entire agreement among the parties relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions on this site will govern the items to which they pertain. Company may revise these Terms of Use at any time by updating this posting.

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All of our products, events and services are tailored, designed and delivered with love and attention, and we are devoted to ensuring the highest quality and a wonderful experience.

If you are purchasing services rendered with Hayley Carr, please choose wisely! We do not offer refunds for services rendered, however, contracts are always negotiable and if you wish to cease an agreement, you can simply give 30 days notice in writing.

If you purchase a digital product and you are unhappy with your purchase, upon our discretion we do welcome refunds, within the allocated refund period. However, due to the nature of intellectual property, we simply ask that you can provide evidence you have made an attempt to make our products work for you, and not simply downloaded the information and asked for a refund. Generally, you will have a 30-day refund period window within which we are happy to organise a refund.

If you have any questions about, or concerns regarding our refund policy, or you would like to contact us to arrange a refund or exchange or otherwise, please email us at [hola@hayleycarr.tv](mailto:hola@hayleycarr.tv), or, contact us through our contact form, [right here](#).