

Terms and Conditions

Last updated: June 21, 2021

Please read these Terms and Conditions carefully before using Our Service. These Terms and Conditions, as they may be amended from time to time, are effective as a binding agreement between You and the Company on the date that You first access the Website and/or first use the Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined as follows. The following definitions will have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) means Let Them Live Action Corporation, an Indiana nonprofit corporation and registered 501(c)(3) organization with principal offices located at 5220 New Haven Avenue, Fort Wayne Indiana 46803.

Company's Related Persons means, collectively, the Company's providers, licensors, agents, directors, officers, employees, contractors, suppliers, affiliates, advisors, successors, assigns, and any representatives of any of the foregoing.

Device means any device that can access the Service, including, but not limited to, a computer, a cell phone or a digital tablet.

Feedback means any commentary (including, but not limited to, feedback, innovations, or suggestions) from You regarding the attributes, performance, features, or the like of our Service.

Goods means the items offered for sale on the Service (including, without limitation, through the Company's Shopify store which is linked on the Website).

Order means a request by You to purchase Goods from Us.

Service means the Website and the services and features provided thereon.

Subscriptions means the services or access to the Service which are offered on a subscription basis by the Company to You.

Terms and Conditions (also referred as "Terms") mean these Terms and Conditions, as they may be amended from time to time, that form the entire agreement between You and the Company regarding the use of the Service.

Website refers to the Let Them Live website, accessible from <http://www.letthemlive.org>

You means the individual accessing or using the Service, and, as applicable, the company or other legal entity on behalf of which such individual is accessing or using the Service.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is expressly conditioned on Your acceptance of and compliance with these Terms and Conditions, as they may be amended from time to time. These Terms and Conditions apply to all visitors, users, and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, as they may be amended from time to time, then You may not access the Service.

You represent and warrant that you are eighteen (18) years old or older. The Company does not permit those under eighteen (18) years old to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company, as it may be amended from time to time. Our Privacy Policy describes Our policies and procedures on the collection, use, and disclosure of Your personal information when You use the Service or the Website. Please read Our Privacy Policy carefully before using Our Service. We reserve the right to amend our Privacy Policy from time to time, and Your continued use of the Services after any such amendment occurs constitutes Your agreement with the amended Privacy Policy.

Placing Orders for Goods

By placing an Order for Goods through the Service, You represent and warrant that You are legally capable of entering into binding contracts.

Your Information

If You wish to place an Order for Goods available on the Service, You will be asked to supply certain information relevant to Your Order including, but not limited to, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, Your billing address, and Your shipping information.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, accurate, and complete in all respects.

By submitting such information, You grant us the right to provide the information to payment processing third parties and other third party partners for purposes of facilitating the completion and shipment of Your Order.

Order Cancellation

We reserve the right to refuse or cancel Your Order at any time, in Our sole discretion, for certain reasons including, without limitation:

- (i) nonavailability of Goods;
- (ii) errors in the description or prices for Goods;
- (iii) errors in Your Order; and
- (iv) suspicion of fraud or an unauthorized or illegal transaction. You will be reimbursed in the case of any cancellation.

Your Order Cancellation Rights

Any Goods You purchase can only be returned in accordance with these Terms and Conditions and any returns policy (including, without limitation, any returns policy that may be listed separately on the Website or on the Company's Shopify store).

Your right to cancel an Order only applies to Goods that are returned in the same condition as You received them. In Your return, You should also include all of the products instructions, documents, and wrappings. You agree to pay shipping costs for mailing back of returned Goods. The Company may reject requests for refunds with respect to Goods that are damaged or not in the same condition as You received them, in the Company's sole discretion.

For any such returned Order, We will reimburse You no later than fourteen (14) days after the day on which We receive the returned Goods. We will generally use the same means of payment as You used for the Order. You acknowledge that, depending on Your original method of payment for the Goods, returns initiated by the Company may require additional time to be reflected in Your bank account, which the Company has no control over.

Orders which may not be cancelled include, without limitation, Orders for the following types of Goods:

- (i) Goods made to Your specifications or clearly personalized;
- (ii) Goods which, according to their nature, are not suitable to be returned, deteriorate rapidly, or where the date of expiry is over;
- (iii) Goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery; and
- (iv) Goods which are, after delivery, according to their nature, inseparably mixed with other items.

Availability, Errors and Inaccuracies

We may update Our offerings of Goods on the Service. In rare circumstances, the Goods available on Our Service may be mispriced, described inaccurately, or unavailable. Additionally, We may experience delays in updating information regarding our Goods on the Service and in Our advertising on other websites. You agree to hold the Company and Company's Related Persons harmless under these circumstances. We cannot guarantee the accuracy or completeness of any information, including, but not limited to, prices, product images, specifications, and availability information, which is present on the Website. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Prices Policy

The Company reserves the right to revise its prices at any time prior to accepting an Order.

The prices quoted may be revised by the Company subsequent to accepting an Order in the event of any occurrence affecting delivery (including, without limitation, government action, variation in customs duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of the Company). In that event, You have the right to cancel Your Order by providing the Company with prompt written notice.

Payments

All Goods purchased are subject to a one-time payment. Payment may be made through the payment methods listed on the Website or those listed on the Company's Shopify store.

Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If We do not receive the required authorization, You agree to hold Us harmless for any delay or non-delivery of Your Order.

Subscriptions

Subscription period

Some parts of the Service, such as the “Heartbeat Club”, are available on a Subscription basis. If You have a Subscription, Your donations will be charged in advance on a recurring and periodic basis (for example, monthly or annually), depending on the type of Subscription plan you select.

You agree that, at the end of each period, Your Subscription will automatically renew under the same terms unless You cancel it or the Company cancels it.

Subscription cancellations

You may cancel Your Subscription renewal either through Your Account settings page or by contacting the Company. You will not receive a refund for the donations given under Your current Subscription period, however, You will be able to access the Service until the end of Your current Subscription period.

Billing

You agree to provide the Company with accurate and complete billing information including, without limitation, full name, address, state, zip code, telephone number, and a valid payment method.

If automatic billing fails to occur for any reason, the Company may choose to issue an electronic invoice which You agree to pay in a timely fashion.

Refunds

Except to the extent otherwise required under applicable law, Subscription fees are non-refundable. Certain refund requests for Subscriptions may be considered by the Company on a case-by-case basis and the Company may, but is not required to, grant such requests in its sole discretion.

Modifications

The Company may, in its discretion, elect to modify the way Subscriptions are offered on the Services.

Intellectual Property

The Service and its original content, features, and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the United States of America and foreign countries.

Our trademarks, service marks, trade dress, and other registered and unregistered intellectual property may not be used in connection with any product or service without the prior written consent of the Company.

Your Feedback to Us

You assign to the Company all rights, title, and interest in any Feedback You provide. If for any reason such assignment is ineffective, You agree to grant the Company a perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, sell, and modify such Feedback without restriction.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You acknowledge and agree that the Company and Company's Related Persons will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services, and you agree to hold harmless the Company and Company's Related Persons for the same. We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Termination

We may terminate or suspend Your access to the Service immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if You breach these Terms and Conditions, or for no reason.

You may terminate Your agreement with the Company under these Terms and Conditions by (i) emailing info@letthemlive.org with the subject line "TERMINATION OF TERMS AND CONDITIONS", or substantially similar verbiage, and Your identifying information contained in the body of said email, and (ii) permanently ceasing Your use of the Service and Your visitation of the Website thereafter. Upon any termination or suspension, Your right to use the Service will cease immediately. If You use the Service or visit the Website thereafter, regardless of the Device used, Your termination of the agreement with the Company under these Terms and Conditions will be null and void, and these Terms will continue to be binding.

Limitation of Liability

LIMITATION OF LIABILITY: Notwithstanding anything to the contrary in these Terms, and without regard to the amount of any actual damages that You might incur, in any claim, action, or other proceeding of any kind or nature arising from, or in any way connected to, these Terms, the ENTIRE LIABILITY of the Company and Company's Related Persons will not, under any circumstances, exceed the greater of (i) the amount actually paid by You through the Service, (ii) two hundred United States Dollars (\$200.00 USD).

Furthermore, to the maximum extent permitted under applicable law, in no event will the Company or any of Company's Related Persons be liable for any special, incidental, indirect, consequential, or exemplary damages whatsoever (including, but not limited to, damages for loss of profits, loss of data, or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software, or third-party hardware used with the Service), even if the Company or Company's Related Persons have been advised of the possibility of such damages, and even if Your remedy fails of its essential purpose.

The provisions of this section will survive and continue in full effect beyond any termination of these Terms and Conditions to the greatest extent, and for the maximum duration of time, permitted under applicable law.

Some states and jurisdictions do not allow the exclusion of implied warranties or limitation of liability for certain types of damages, which means that some of the above limitations may not apply to You. In any such case, the

exclusions and limitations set forth above will be applied to the greatest extent possible under non-waivable provisions of applicable law.

"AS IS" and "AS AVAILABLE" Disclaimer

DISCLAIMER OF WARRANTIES: The Service is provided to You on an "AS IS" and "AS AVAILABLE" basis, with all faults and defects, without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and, as applicable, on behalf of Company's Related Persons, expressly DISCLAIMS AND EXCLUDES all warranties, whether express, implied, statutory, or otherwise, in connection with the Service (including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, as well as warranties that may arise out of course of dealing, course of performance, usage, or trade practice). Without limiting the generality of the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind, that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards, or be error-free or that any errors or defects can or will be corrected.

Without limiting the generality of the foregoing, neither the Company nor any of Company's Related Persons make any representation or warranty of any kind, whether express, implied, statutory, or otherwise: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, or other harmful components.

You acknowledge that the Company is not a broker, agent, financial institution, or creditor. No content on the Website is intended to provide financial, legal, tax, or other professional advice. Before making any decisions regarding donations or any content related to the Service, You should consult Your financial, legal, tax, or other professional advisor as appropriate. You acknowledge that all information and content accessed by You when using the Service is disclaimed by the Company of all representations and warranties and is at Your own risk.

The provisions of this section will survive and continue in full effect beyond any termination of these Terms and Conditions to the greatest extent, and for the maximum duration of time, permitted under applicable law.

Some states and jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer; therefore, some or all of the above exclusions and limitations may not apply to You. In any such case, the exclusions and limitations set forth above will be applied to the greatest extent possible under non-waivable provisions of applicable law.

Governing Law

The laws of the United States of America, without regard to its conflicts of laws principles, and the laws of the State of Indiana, without regard to its conflicts of laws principles, will govern this Terms and Your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws, which You agree to abide by in connection with Your use of the Service.

Disputes Resolution

If You have any dispute or claim about the Service or these Terms or any other disagreement involving the Company, then You agree to first try to resolve the dispute informally, by contacting the Company (contact information is located below) and using meaningful and good faith efforts to attempt to achieve a reasonable, informal resolution. In any such instance, You agree to allow the Company, at minimum, fifteen (15) business days to process and address Your request for an informal resolution.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country and jurisdiction of which you are a resident.

Prohibited Conduct

You shall not engage in, or attempt to engage in, any of the following prohibited conduct:

- (i) using the Service to harass, intimidate, embarrass, dox, or threaten any person;
- (ii) using the Service in furtherance of any illegal or fraudulent activity or in contravention of any international, federal, state, or local law or regulation;
- (iii) “spamming” (e.g., repeatedly sending messages with the intent to cause an annoyance, slow service within, or otherwise negatively affect performance of the Website);
- (iv) using any automated Device or system, including, but not limited to, “robots”, “spiders”, and “offline readers”, to access or manipulate the Website;
- (v) copying, distributing, or disclosing, without authorization, any part of the Website in any medium and on any Device, including, but not limited to, by any automated or non-automated “scraping”;
- (vi) attempting to interfere with or compromise the system integrity or security, or attempting to decipher any transmissions to or from the servers running the Website;
- (vii) uploading or causing to be uploaded to the Website any malicious or detrimental application or code, including, but not limited to, viruses, worms, malware, spyware, invalid or misleading data, Trojan horses, back doors, and the like;
- (viii) impersonating another person or providing misleading information about Your identity;
- (ix) copying, modifying, creating derivative works of, or reverse-engineering the Website or any of the Company’s registered or unregistered intellectual property;
- (x) interfering with the proper workings of the Website in any way not already listed or otherwise knowingly breaching these Terms; and
- (xi) assisting or aiding any person in engaging in any of the foregoing prohibited conduct.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of these Terms will continue in full force and effect.

Waiver

A party's failure to exercise a right or to require performance of an obligation under these Terms will not affect a party's ability to exercise such right or require such performance at any time thereafter nor will the waiver of a breach constitute a waiver of any subsequent breach.

Binding Effect and Assignment

This agreement inures to the benefit of the Company's successors and assigns. The Company may assign its rights and delegate its performance under this agreement. You may not assign Your rights or delegate Your performance under this agreement under any circumstances; any such purported assignment or purported delegation by You is null and *void ab initio*.

Construction of Language

The headings in these Terms are for purposes of convenience and reference only and have no legal effect. The language in these Terms will be construed simply, according to its fair meaning, and never strictly for or against either party.

Entire Agreement

These Terms, as they may be amended from time to time, along with any and all other agreements and documents that may be incorporated by reference herein, constitute the final, exclusive, entire agreement between You and the Company with regards to the matters contained herein.

Translation Interpretation

If these Terms and Conditions have been translated to any language other than English, then You agree that the original English text will prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify, amend, restate, or replace these Terms at any time. If a revision is material, We may provide prior notice to the modified, amended, restated, or replaced Terms taking effect and/or may notify You by labeling these Terms as having been amended and including the date of amendment on the webpage of the Website on which the Terms are posted.

By continuing to access or use Our Service after any modification, amendment, restatement, or replacement becomes effective, You agree to be bound by the modified, amended, restated, or replaced version of the Terms. If You do not agree to the modified, amended, restated, or replaced Terms, in whole or in part, then you may not use the Service or visit the Website.

Contact Us

You may contact the Company with questions, or for any other reason, at:

By email: info@letthemlive.org

By mail: Let Them Live
5220 New Haven Avenue
Fort Wayne, IN 46803
United States of America