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## **LLOYD A JOHNSON, LLC**

### **WEBSITE TERMS & CONDITIONS POLICY**

**PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE**

#### **INTRODUCTION**

The terms “We”, “Us”, and “Our” refer to **LLOYD A. JOHNSON, LLC**. The term the “Site” refers to **LLOYDAJOHNSON.COM**. The term “User,” “You” and “Your” refers to site visitors and any other Users of the site.

Use of this Site including all materials presented within the Site is subject to the following Terms and Conditions. These Terms and Conditions apply to all site visitors and all other Users of the site. By Using the Site, You agree to the below Terms & Conditions, without modification, and acknowledge reading them.

#### **MUST BE 18 YEARS OF AGE**

To access or Use the Site, You must be eighteen (18) years old or older and have the power to enter into these Terms & Conditions.

You may use the Site for lawful purposes only. You agree to use the Site for legitimate, non-commercial purposes only. You shall not post or transmit through the Site any material which violates or infringes Our rights, or the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

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

All of the information provided throughout the Site (including any digital content delivered via email, blog, or on social media) are resources for educational and informational purposes only.

#### **ACCEPTANCE OF OUR PRIVACY POLICY**

We permit You to control management of Your personal information and invite You to read the complete statement of Our current Privacy Policy **LLOYDAJOHNSON.ORG/PRIVACY/**, which is linked for Your reference. We will only collect and otherwise access the information You voluntarily provide via email or through other direct contact initiated by You. We will not sell or

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All information provided to Us as a result of Your use of this Site will be handled in accordance with Our Privacy Policy. To the extent there are inconsistencies between these Terms & Conditions and our Privacy Policy, these Terms & Conditions control.

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In consideration of Your Use of this Site, You agree that to the extent You provide personal information to the Site it will be accurate, current, and complete and that You will update all personal information as necessary.

### **STOCK PHOTOGRAPHY**

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### **NO WARRANTIES**

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**NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE SITE AND SERVICES SHALL CREATE A WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.**

**WE DO NOT REPRESENT OR WARRANT THAT THIS SITE, ITS SERVERS, OR ANY TRANSMISSIONS SENT FROM US OR THROUGH THIS SITE WILL BE FREE OF ANY HARMFUL COMPONENTS (INCLUDING VIRUSES). WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF FAILURE TO STORE COMMUNICATIONS, OR OTHER DATA. YOU ACCEPT THAT OUR OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES SHALL HAVE THE BENEFIT OF THIS CLAUSE.**

**APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF CERTAIN WARRANTIES, SO ALL OR PART OF THIS DISCLAIMER OF WARRANTIES MAY NOT APPLY TO YOU.**

#### **LIMITATION OF LIABILITY**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS WE EXCLUDE AND DISCLAIM LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE ARISING INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES; LOSS OF USE; LOSS OF DATA; LOSS CAUSED BY A VIRUS; LOSS OF INCOME OR PROFIT; LOSS OF OR DAMAGE TO PROPERTY; CLAIMS OF THIRD PARTIES; OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE. YOU ASSUME TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACK UP AND VIRUS CHECKING AS YOU CONSIDER NECESSARY. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER BASIS.**

#### **INDEMNITY**

You agree to indemnify, defend and hold harmless the Site from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Your use of this Site in violation of these Terms of Service and/or arising from a breach of these Terms & Conditions and/or any breach of Your representations and warranties set forth above.

#### **EFFECT OF HEADINGS**

The subject headings of the paragraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

#### **SEVERABILITY**

If any term or provision of these Terms & Conditions is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Service will remain in full force and effect.

#### **ASSIGNMENT**

These Terms & Conditions are not assignable, delegable, sub-licensable or otherwise transferable by You. Any transfer, assignment, delegation or sublicense by You is invalid. We may assign its rights and duties under these Terms & Conditions to any party at any time without notice to You.

#### **ENTIRE AGREEMENT**

These Terms & Conditions (together with our Privacy Policy and any Privacy Notices applicable to You) contain the entire understanding and agreement between You and this Site and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, between You and Your use of this Site.

#### **GOVERNING LAW**

All Terms shall be construed in accordance with and governed in all respects by, the laws of the State of **GEORGIA**. We reserve the right to change or modify these Terms at any time without notice to You. Again, it is Your responsibility to review these Terms prior to Your use and periodically throughout Your use of Our Site.

#### **CHANGES TO TERMS OF SERVICE**

We reserve the right to change these Terms & Conditions from time to time consistent with applicable laws and principles. These changes will be effective as of the date we post the revised version on this Site. Any Use of the Site by You means that You accept these amendments. If at any time You choose not to accept these Terms & Conditions, You should not use this Site.

#### **HOW TO CONTACT US**

Any questions regarding the above Terms & Conditions may be directed **here** **INFO@LLOYDAJOHNSON.COM**.

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