

# Terms and conditions

Legal information relating to CharmaineLSmith.com  
PLEASE READ THESE TERMS AND CONDITIONS  
OF USE CAREFULLY BEFORE USING THIS SITE

## **Terms of website use**

These terms of use (together with the documents referred to in them) tell you the terms of use on which you may make use of our website (our site), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of these terms for future reference.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our site.

## **Other applicable terms**

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- Our Cookie Policy, which sets out information about the cookies on our site.

If you purchase goods from our site, the Terms and Conditions of the Third Party site (Amazon.com, and Createspace.com) will apply to that sale.

### **Information about us**

Our site is operated by Charmaine L. Smith ("We"). We are located in The Bahamas, however all literary work is copy written with the United States Copyright Office.

### **Changes to these terms**

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

### **Changes to our site**

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

### **Accessing our site**

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted.

Access to our site is permitted on a temporary basis.

We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### **Your account and password**

If you choose, or you are provided with, a user identification code, password or any other piece of

information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [hello@charmainesmith.com](mailto:hello@charmainesmith.com).

### **Intellectual property rights**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Such material is protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download printables of the Fun Stuff page from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

If you wish to make any use of content on our site other than that set out above, please contact [hello@charmainesmith.com](mailto:hello@charmainesmith.com).

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **No reliance on information**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, assurances, warranties or guarantees, whether express or implied, that the

content on our site is accurate, complete or up-to-date.

### **Limitation of our liability**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the fullest extent permitted by law, we exclude all implied conditions, warranties, representations and other terms which may apply to our site or any content on it. To the fullest extent permitted by law, we also exclude all express warranties and representations which may be found on our site

To the fullest extent permitted by law, we will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise howsoever under any legal theory whatsoever, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for, inter alia:

- loss of profits, sales, business, or revenue;

- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation;
- or
- any indirect, special or consequential loss or damage.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes and, to the fullest extent permitted by law, we have no liability to you for any loss of profits, sales, business or revenue, loss of anticipated savings, business interruption, loss of business opportunity, goodwill or any indirect, special or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked to our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability apply to liability arising as a result of the sale of any goods

by us to you, which are set out in the Terms and Conditions of Sale of the Third Party (Amazon and Create Space).

## **Viruses**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## **Contact us**



To contact us, please  
email [hello@charmainesmith.com](mailto:hello@charmainesmith.com).

Thank you for visiting our site.