

## Terms & Conditions

### **Refund Policy**

If you are not satisfied with your purchase for any reason you may request a refund. To request a refund please contact us within 30 days.

### **Our Commitment To Privacy**

Your privacy is important to us. To better protect your privacy we provide this notice explaining our online information practices and the choices you can make about the way your information is collected and used.

### **The Information We Collect:**

This notice applies to all information collected or submitted on the <http://www.garykendall.org> website. On our site, you can register to receive information and provide contact information to make purchases. The types of personal information collected at these pages are:

Name

Address

Email address

Phone number

Credit/Debit Card Information

(etc.)

### **The Way We Use Information:**

We use the information you provide about yourself when placing an order only to complete that order. We do not share this information with outside parties.

We use return email addresses to answer the email we receive. Such addresses are not used for any other purpose and are not shared with outside parties.

### **Our Commitment to Data Security**

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online.

### **Our Commitment to Children's Privacy:**

Protecting the privacy of the very young is especially important. For that reason, we never collect or maintain information at our website from those we actually know are under 13, and no part of our website is structured to attract anyone under 13.

## How You Can Access or Correct Your Information

You can correct factual errors in your personally identifiable information by sending us a request that credibly shows error.

To protect your privacy and security, we will also take reasonable steps to verify your identity before granting access or making corrections.

## How to Contact Us

Should you have other questions or concerns about these privacy policies, please call us at 913-269-1026 or send us an email at [gkendallo2@comcast.net](mailto:gkendallo2@comcast.net).

## Terms of Service

The use of services from GaryKendall.org, [hereafter referred to as "Provider"] constitutes agreement to these terms.

### 1) Content

All services provided by Provider may only be used for lawful purposes. The laws of the state of Kansas and the United States of America apply.

The customer agrees to indemnify and hold harmless Provider from any claims resulting from the use of our services.

We reserve the right to refuse service to anyone. Any material that, in our judgment, is obscene, threatening, illegal, or violates our terms of service in any manner may be removed from our servers (or otherwise disabled), with or without notice.

### 3) Payment Information

You agree to supply appropriate payment of donations to Provider. You agree that until and unless you notify Provider of your desire to cancel any or all donations, those services will be billed.

### 4) Cancellations and Refunds

Provider reserves the right to cancel the account at any time with or without notice. Violations of the Terms of Service will waive the refund policy.

### 5) Indemnification

Customer agrees that it shall defend, indemnify, save and hold Provider harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Provider, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Provider against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Provider; (2) any material supplied by customer infringing or allegedly

infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customers from Provider's server.

#### **6) Arbitration**

By using any Provider services, you agree to submit to binding arbitration. If any disputes or claims arise against Provider or its subsidiaries, such disputes will be handled by an arbitrator of Provider's choice. An arbitrator from the American Arbitration Association will be selected. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. All decisions rendered by the arbitrator will be binding and final. The arbitrator's award is final and binding on all parties. The Federal Arbitration Act, and not any state arbitration law, governs all arbitration under this Arbitration Clause. You are also responsible for any and all costs related to such arbitration.

#### **7) Disclaimer**

Provider shall not be responsible for any damages your business may suffer. Provider makes no warranties of any kind, expressed or implied for services we provide. Provider disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by Provider and its employees.

#### **8) Disclosure to law enforcement**

Provider may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies. We will cooperate fully with law enforcement agencies.

#### **9) Changes to the TOS**

Provider reserves the right to revise its policies at any time without notice.

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