# **Terms and Conditions**

These terms and conditions (the "Terms and Conditions") govern the use of growingharmonywithin.com (the "Site"). This Site is owned and operated by Kimberly Erickson, owner of Growing Harmony Within. This Site is a professional services website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

## **Intellectual Property**

All content published and made available on our Site is the property of Kimberly Erickson and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

## Acceptable use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purpose, and not to:

- Violate the intellectual property rights of the Site owners or any third party to the Site; or
- Act in any way that could be considered fraudulent.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

#### Sale of Services

These Terms and Conditions govern the sale of services available on our Site.

These terms and Conditions apply to all the services that are displayed on our Site at the time you access it. All information, descriptions, or images that we provide about our services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all the services we provide. You agree to purchase services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. The services will be paid for in full when services are ordered and are nonrefundable, even upon client cancelation. If we as the service provider cancel your order due to unexpected circumstances and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instruction to verify receipt of any refund.

#### **Payments**

We accept the following payment methods on our Site:

- Credit Card

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

#### **Consumer Protection Law**

Where any consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

#### **Links to Other Websites:**

Our site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies or practices of any third party website or service linked on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

# **Limitation of Liability**

Kimberly Erickson and our directors, officers, agents, employees, subsidiaries and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

#### Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Kimberly Erickson and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions

# Applicable Law

These Terms and Conditions are governed by the laws of the State of Minnesota.

# Severability

If any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

# Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

# **Contact Details:**

Please contact us if you have any questions or concerns. Our contact details are as follows:

growingharmonywithin.com

**Effective Date: October 21, 2025**