

Terms of Use

This Terms of Use Policy applies to our website lenoregraphics.com, which is owned and operated by Lenore Graphics.

This Terms of Use Policy was last updated January 27, 2017. This is version 1.1

TERMS OF USE

Please read these Terms of Use ("Terms") carefully before using the lenoregraphics.com website ("Service"), which is operated by Lenore Ooyevaar d/b/a Lenore Graphics ("us", "we", or "our").

By visiting our site, you engage in our Service and thereby agree to be bound by the following terms and conditions ("Terms of Use", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Use apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

If you disagree with any part of the terms then you may not access the Service. If these Terms of Use are considered an offer, acceptance is expressly limited to these Terms of Use.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Third Party Links

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

Termination

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall

survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you must stop using the Service.

Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information if any information in the Service or on any related website is inaccurate at any time without prior notice.

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Use, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses. By use of our Service, you assert that you are aware that violation of these terms may result in legal action.

Disclaimer of Warranties; Limitation of Liability

We do not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Lenore Graphics, any parent company, our directors, officers, owners, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Indemnification

You agree to indemnify, defend and hold harmless Lenore Graphics and any parent company, subsidiaries, affiliates, partners, officers, owners, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Use or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

We assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer, telecommunication equipment, or other property caused by or arising from your access to, use of, or browsing our website or your downloading of any materials, from this website.

In no event will we, our officers, owners, directors, employees, shareholders,

affiliates, parent companies, agents, successors, assigns, retail partners nor any party involved in the creation, production or dissemination of this website be liable to any party for any indirect, special, punitive, incidental or consequential damages (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of this website, any websites linked to this website, or the materials, information or services contained at any or all such websites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages. The foregoing limitations of liability do not apply to the extent prohibited by law.

In the event of any problem with this website or any content, you agree that your sole remedy is to stop using this website and our Service.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Oregon, United States, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Severability

In the event that any provision of these Terms of Use is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use, such determination shall not affect the validity and enforceability of any other remaining provisions.

Questions?

[Contact us](#)