

Terms and Conditions

Agreement between User and www.writingsofgold.com

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www.writingsofgold.com is a blog and ecommerce Site.

At writingsofgold.com there will be articles of creative writings and poetry posted to the blog page. Also there are a variety of items for sale on the shop page, ranging from books, clothing, accessories and wall art.

Electronic Communications

Visiting www.writingsofgold.com or sending emails to Writings of Gold constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Writings of Gold is not responsible for third party access to your account that results from theft or misappropriation of your account. Writings of Gold and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

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You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Writings of Gold content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Writings of Gold and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Writings of Gold or our licensors except as expressly authorized by these Terms.

Third Party Accounts

You will be able to connect your Writings of Gold account to third party accounts. By connecting your Writings of Gold account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Service is controlled, operated and administered by Writings of Gold from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Writings of Gold Content accessed through www.writingsofgold.com in any country or in any manner prohibited by any

applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Writings of Gold, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Writings of Gold reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Writings of Gold in asserting any available defenses.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. **THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER.** Further, unless both you and Writings of Gold agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

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Termination/Access Restriction

Writings of Gold reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Georgia and you hereby consent to the exclusive jurisdiction and venue of courts in Georgia in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Writings of Gold as a result of this agreement or use of the Site. Writings of Gold's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Writings of Gold's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Writings of Gold with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Writings of Gold with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Writings of Gold with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business

documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Writings of Gold reserves the right, in its sole discretion, to change the Terms under which www.writingsofgold.com is offered. The most current version of the Terms will supersede all previous versions. Writings of Gold encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Writings of Gold welcomes your questions or comments regarding the Terms:

Writings of Gold Books and more

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Effective as of August 10, 2022