



# TERMS AND CONDITIONS

Last Updated: June 12, 2026

Welcome to E. Clare Creates ("Company," "we," "our," or "us").

These Terms and Conditions ("Terms") govern your use of our website, products, services, content, digital resources, and any related offerings made available through E. Clare Creates.

By accessing this website, purchasing products or services, downloading resources, joining our email list, or otherwise engaging with our content, you agree to be bound by these Terms.

If you do not agree with these Terms, please discontinue use of this website and its services.

## 1. BUSINESS INFORMATION

E. Clare Creates is a Florida-based business currently operating as a sole proprietorship.

The Company reserves the right to change its business structure, including incorporation as a corporation or other legal entity, without affecting the validity of these Terms.

For questions regarding these Terms, please contact:

Email: [erin@eclarecreates.com](mailto:erin@eclarecreates.com)

## 2. ELIGIBILITY

By using this website, you represent that:

- You are at least 18 years of age.
- You have the legal authority to enter into binding agreements.
- You will use this website and its content only for lawful purposes.

## 3. SERVICES AND PRODUCTS

E. Clare Creates may provide:

- Social media management
- Social media strategy
- Digital marketing consulting
- Advertising management
- Branding services
- Content creation
- Coaching and mentoring
- Digital downloads
- Templates
- Guides
- Workbooks
- Educational resources
- Workshops
- Courses
- Affiliate recommendations
- Other related services and products

We reserve the right to modify, suspend, discontinue, or update any offering at any time without notice.

## 4. INTELLECTUAL PROPERTY

All content on this website is owned by E. Clare Creates and is protected by applicable intellectual property laws.

This includes but is not limited to:

- Website content
- Graphics
- Branding
- Logos
- Downloads
- Templates
- Digital products
- Educational materials
- Videos

- Graphics
- Marketing resources
- Written content
- Training materials

Your purchase grants you a limited, non-exclusive, non-transferable license for personal or internal business use only.

You may not:

- Copy
- Reproduce
- Modify
- Republish
- Sell
- Distribute
- Share
- License
- Create derivative works from

our content without prior written permission.

## **5. DIGITAL PRODUCT LICENSE**

When purchasing a digital product, you are purchasing a license to use the material, not ownership of the intellectual property.

Digital products may not be:

- Resold
- Shared
- Distributed
- Uploaded to membership sites
- Given away
- Used for commercial resale

Unauthorized use may result in termination of access and legal action.

## **6. NO REFUND POLICY**

Due to the immediate nature of digital product access, all sales are final.

**NO REFUNDS WILL BE PROVIDED FOR DIGITAL PRODUCTS, DIGITAL DOWNLOADS, TEMPLATES, GUIDES, COURSES, WORKBOOKS, MEMBERSHIPS, OR OTHER DIGITAL CONTENT.**

By purchasing any digital product, you acknowledge and agree that:

- You receive immediate access to proprietary information.
- Refunds are not available.
- Exchanges are not available.
- Returns are not available.

If you experience:

- Technical issues
- Duplicate purchases
- Download problems
- Access issues

please contact:

[erin@eclarecreates.com](mailto:erin@eclarecreates.com)

We will make reasonable efforts to resolve legitimate concerns.

## **7. CLIENT SERVICES**

For consulting, coaching, marketing, advertising, branding, strategy, and management services:

- Scope of work will be outlined in a separate agreement, proposal, contract, or invoice.
- Timelines depend upon client cooperation and responsiveness.
- Delays caused by the client may affect project timelines.
- Additional work outside the agreed scope may incur additional fees.

The Company reserves the right to decline projects that are not a fit.

## **8. PAYMENT TERMS**

Payment is due according to the terms stated on:

- Checkout pages
- Contracts
- Invoices
- Proposals
- Service agreements

Failure to pay may result in:

- Suspension of services
- Cancellation of services
- Revocation of access
- Collection efforts where legally permitted

The client remains responsible for all outstanding balances.

## **9. CHARGEBACK POLICY**

By purchasing any product or service, you agree not to initiate a chargeback without first contacting E. Clare Creates to attempt resolution.

Fraudulent or unjustified chargebacks may result in:

- Termination of services
- Revocation of access
- Collection activity
- Legal action where permitted

We are committed to resolving concerns fairly and professionally.

## **10. NO GUARANTEE OF RESULTS**

We do not guarantee:

- Revenue increases
- Business growth
- Lead generation
- Sales
- Audience growth
- Social media engagement
- Advertising performance
- Marketing results
- Search rankings
- Brand awareness

Results depend upon many factors beyond our control.

Past performance is not a guarantee of future outcomes.

## **11. TESTIMONIALS AND CASE STUDIES**

Testimonials, reviews, and case studies represent individual experiences.

These examples are provided for illustrative purposes only.

They should not be interpreted as guarantees of future performance or success.

## **12. AFFILIATE DISCLOSURE**

Some links on this website may be affiliate links.

If you click an affiliate link and make a purchase, E. Clare Creates may receive compensation, commissions, referral fees, or other benefits at no additional cost to you.

We only recommend products, services, and resources we believe may be valuable.

However, you are responsible for conducting your own due diligence before making purchasing decisions.

## **13. THIRD-PARTY WEBSITES**

Our website may link to third-party websites.

We are not responsible for:

- Content
- Products

- Services
- Privacy practices
- Availability
- Accuracy

of third-party websites.

Use of third-party websites is at your own risk.

## **14. EDUCATIONAL PURPOSES ONLY**

All content provided by E. Clare Creates is intended for educational and informational purposes only.

Nothing on this website constitutes:

- Legal advice
- Tax advice
- Accounting advice
- Financial advice
- Investment advice
- Professional licensing advice

You should consult qualified professionals before making decisions based on information provided.

## **15. ARTIFICIAL INTELLIGENCE DISCLOSURE**

E. Clare Creates may use artificial intelligence tools to assist with:

- Content creation
- Research
- Marketing
- Automation
- Educational materials
- Workflow development

While we strive for accuracy, AI-generated content may occasionally contain errors or omissions.

Users are responsible for independently verifying important information.

## **16. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, E. Clare Creates shall not be liable for any:

- Direct damages
- Indirect damages
- Incidental damages
- Special damages
- Consequential damages
- Lost profits
- Lost revenue
- Lost business opportunities
- Data loss

arising from:

- Use of this website
- Products purchased
- Services rendered
- Reliance on information provided
- Third-party products or services

Our total liability shall never exceed the amount paid by you for the specific product or service giving rise to the claim.

## **17. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless E. Clare Creates and its owners, contractors, affiliates, successors, agents, and representatives from any claims, liabilities, losses, damages, costs, or expenses arising from:

- Your use of this website
- Your misuse of products or services
- Your violation of these Terms
- Your violation of any law or third-party rights

## **18. TERMINATION**

We reserve the right to terminate or restrict access to:

- Products
- Services
- Memberships
- Digital resources
- Website content

at our sole discretion and without notice.

## **19. PRIVACY**

Your use of this website is also governed by our Privacy Policy.

By using this website, you consent to the collection and use of information as described in the Privacy Policy.

## **20. INTERNATIONAL USERS**

This website is operated from the United States.

If you access the website from another country, you understand that your information may be transferred to and processed within the United States.

By using this website, you consent to such transfers.

## **21. GOVERNING LAW**

These Terms shall be governed by and interpreted under the laws of the State of Florida, without regard to conflict of law principles.

Any disputes arising under these Terms shall be resolved exclusively in the courts located within the State of Florida.

## **22. SEVERABILITY**

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **23. CHANGES TO THESE TERMS**

We reserve the right to modify these Terms at any time.

Changes become effective immediately upon posting to this website.

Your continued use of the website constitutes acceptance of the revised Terms.

## **24. CONTACT INFORMATION**

Questions regarding these Terms may be directed to:

E. Clare Creates  
Email: [erin@eclarecreates.com](mailto:erin@eclarecreates.com)