**TERMS AND CONDITIONS**

These terms and conditions (the "Terms and Conditions") govern the use of **https://varivera.com/** (the "Site"). This Site is owned and operated by Valerie A. Rivera. This Site is an author 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 Valerie A. Rivera 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 purposes, and not to:

* Harass or mistreat other users of our Site;
* Violate the rights of other users of our Site;
* Violate the intellectual property rights of the Site owners or any third party to the Site;
* Hack into the account of another user of the Site;
* Act in any way that could be considered fraudulent; or
* Post any material that may be deemed inappropriate or offensive.

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 Goods And Services

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

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The following goods are available on our Site from Amazon.com:

* Books, eBooks

The following services are available on our Site:

* Children's Poetry Workshop

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the goods and services that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods and 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 goods and services we provide. You agree to purchase goods and services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order 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 instrument to verify receipt of any refund.

# Third Party Goods and Services

Our Site may offer goods and services from third parties. We cannot guarantee the quality or accuracy of goods and services made available by third parties on our Site.

# Payments

We accept the following payment methods:

Business Check made out to **Valerie A. Rivera,** or otherwise agreed upon method.

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

# Shipping and Delivery

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

Amazon.com

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and statutory holidays.

You will be required to pay delivery charges in addition to the price for the goods you purchase.

If you purchase goods from us for delivery to a destination outside the United States your purchase may be subject to import duties and taxes applied by the destination country. You are responsible for paying any such duties or taxes. Please contact your local customs office for more information before making a purchase. We are not responsible for the payment of any such duties or taxes and are not liable for any failure by you to pay them.

You are required to provide a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person because of providing inaccurate or incomplete information.

# Consumer Protection Law

Where any consumer protection legislation in your jurisdiction applies and cannot be excluded, these

Terms and Conditions will not limit your legal rights and remedies under that legislation. 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.

# Limitation of Liability

Valerie A. Rivera 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 Valerie A. Rivera 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 New York.

# Severability

If at 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 VA Rivera if you have any questions or concerns at share@varivera.com

Or supplementary email: valrivera58@gmail.com

Effective Date: 21st day of May, 2024 ©2002-2024 LawDepot.com®