### **Terms**

Thank you for using this website, and for coming to this page to read the terms agreement. If you continue to use this website, you agree to be bound by both this agreement and our privacy policy.

This agreement is between the user of this website ("you"), and Bessette Studios LLC, located in North Carolina ("Bessette Studios"). When this agreement says "the parties" it means both you and Bessette Studios, the parties to this agreement.

This agreement, along with our privacy policy, constitutes the entire agreement between between you and Bessette Studios, regarding your use of this website. This agreement is updated periodically and can be changed at any time. The last update was on October 22, 2014. The parties are bound by the latest version of the agreement.

### Content

The content of this website is for your general education and information. This website is not providing business, mental health, medical, legal, financial, or other professional advice.

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The content of this site may change at any time, without notice.

### **Blog Post Comments**

You may contribute content to this site in the form of comments on blog posts.

The comments feature is intended to facilitate an educational and informative conversation about the topics on this site. Such conversations are not a substitute for professional, medical, legal, financial, or other advice and do not make you a client or customer of Bessette Studios.

If you contribute comments on this site, you agree to the following rules:

- You will not use the comments to post spam, including promotions or advertisements for other products and services.
- You will not use the comments to abuse, defame, harass, threaten, or post objectionable or illegal content, including hate speech and pornography.
- You will only post content that you own or have a license to post, and you will not post content that infringes on a copyright or trademark.
- Bessette Studios may moderate, edit, or delete comments at any time, at Bessette Studios's sole discretion.
- Bessette Studios may ban comment authors at any time, at Bessette Studios's sole discretion.

## **Reporting Copyright Infringement**

This website complies with the terms of the Digital Millennium Copyright Act. To report a claim of copyright infringement, please send a claim to our official agent at carol@bessetteart.com containing the following information:

- -Your contact information (name, mailing address, phone number).
- -A description of the copyrighted work that you believe was infringed.
- -A description of the content on this site that you believe is infringing your copyright. If possible, please include a web address/link.
- -A declaration that: you have a good faith belief that the use of the copyrighted materials described was not authorized by the copyright owner, agent, or the law; that the information in your notice is accurate, and that you declare, under penalty of perjury, that you are the owner or the allegedly infringed copyright or you are authorized to act on behalf of the copyright owner.
- -Your digital or physical signature.

### **Product Terms**

Bessette Studios offers a 100% satisfaction warranty and return policy. Please contact us at carol@bessetteart.com if you are unsatisfied by your purchase, and we work with you to rectify the problem.

Shipment terms vary depending upon the type of artwork or product, and will be fully disclosed at the time of purchase.

# **Legal Terms**

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The content of this site is provided "as is," at your own risk, without express or implied warranty or condition of any kind. Bessette Studios also disclaims any warranties of merchantability, fitness for a particular purpose, or non-infringement.

To the extent allowed by law, under this agreement Bessette Studios will not be liable for indirect, special, incidental, punitive, exemplary or consequential damages, regardless of legal theory, whether or

not it has been warned of such damages, and even if all other remedies would fail.

The laws of the state of North Carolina will govern all matters arising out of this agreement and the use of this website. All claims arising out of or relating to this agreement or the use of this website will be litigated exclusively in Wake County, North Carolina. The parties consent to venue and personal jurisdiction in Wake County, North Carolina.

Any questions about the agreement or this website can be directed to:

carol@bessetteart.com Carol Johnson Office Manager Bessette Studios LLC 533 Rand Rd, Raleigh, NC 27603 919.803.4220