Terms of Service for The Ultimate Effects Pack

Effective Date: 10-16-2024

KYLER HOLLAND x The Ultimate Effects Pack

Please read these Terms of Service carefully before using the website www.kylerholland.com (the "Service") operated by KYLER HOLLAND ("we," "us," or "our"). Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who wish to access or use the Service. By accessing or using the Service, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you are not permitted to use the Service.

Communications

By purchasing The Ultimate Effects Pack, you consent to receive newsletters, marketing materials, and other information from us. You may opt out of these communications at any time by following the unsubscribe link provided in our emails.

Purchases

To make a purchase through the Service ("Purchase"), you may be required to provide information such as your credit card number, expiration date, billing address, and shipping information. You represent and warrant that: (i) you have the legal right to use any credit card(s) or payment methods in connection with your Purchase; and (ii) the information you provide is accurate and complete.

We may use third-party services to facilitate payment and complete your Purchase. By submitting your information, you grant us the right to share this information with those third parties in accordance with our Privacy Policy. We reserve the right to refuse or cancel your order for reasons including, but not limited to, product availability, errors in product description or pricing, or if fraud is suspected.

Availability, Errors, and Inaccuracies

We are continually updating our product and service offerings. However, we may encounter delays in updating information on our Service and in advertising on other platforms. The information on the Service may contain inaccuracies or omissions and may not always be current. We reserve the right to correct any errors, inaccuracies, or omissions at any time without prior notice.

Links to Other Websites

Our Service may contain links to third-party websites or services not owned or controlled by Kyler Holland. We assume no responsibility for the content, privacy policies, or practices of any

third-party sites or services. We do not endorse these entities or their websites. You acknowledge that Kyler Holland shall not be liable for any damage or loss caused by your use of or reliance on any such third-party content, goods, or services. We strongly recommend reviewing the terms and conditions and privacy policies of any third-party websites you visit.

Indemnification

You agree to defend, indemnify, and hold harmless Kyler Holland and its affiliates, employees, agents, and licensors from any claims, damages, losses, liabilities, costs, and expenses (including attorney's fees) arising from your use of the Service or a breach of these Terms.

Limitation of Liability

In no event shall Kyler Holland or its affiliates be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or goodwill, arising from (i) your access to or use of, or inability to access or use, the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; or (iv) unauthorized access or use of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory.

Changes

We reserve the right to modify or replace these Terms at any time at our sole discretion. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. Your continued access to or use of our Service after any changes constitutes acceptance of those changes. If you do not agree to the revised terms, you are no longer authorized to use the Service.

Contact Us

If you have any questions about these Terms, please contact us at: https://assets.kylerholland.com/contact/