# **Terms and Conditions**

#### Terms and Conditions

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### Limitations of liability

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- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if j3FILMS has been expressly advised of the potential loss.

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Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit j3FILMS's liability in respect of any:

- death or personal injury caused by j3FILMS's negligence;
- fraud or fraudulent misrepresentation on the part of j3FILMS; or
- matter which it would be illegal or unlawful for j3FILMS to exclude or limit, or to attempt or purport to exclude or limit, its liability.

#### Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

### Other parties

You accept that, as a limited liability entity, j3FILMS has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against j3FILMS's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect j3FILMS's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as j3FILMS.

### Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

### Indemnity

You hereby indemnify j3FILMS and undertake to keep j3FILMS indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by j3FILMS to a third party in settlement of a claim or dispute on the advice of j3FILMS's legal advisers) incurred or suffered by j3FILMS arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to j3FILMS's other rights under these terms and conditions, if you breach these terms and conditions in any way, j3FILMS may take such action as j3FILMS deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

#### Variation

j3FILMS may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

### Information & Pricing

Price, products, and specifications subject to change without notice or obligation.

End User License Agreement

The End User License Agreement related to Tumbleweed Tiny House Building plans is here.

### **Assignment**

j3FILMS may transfer, sub-contract or otherwise deal with j3FILMS's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

### Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## Entire agreement

These terms and conditions constitute the entire agreement between you and j3FILMS in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

### Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with California, and any disputes relating to these terms and conditions will be subject to the non-exclusive jurisdiction of the courts of Sonoma.

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- Measuring Visitors
- Ad serving
- Website Page Testing
- Email tracking

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In Internet Explorer, you can refuse all cookies by clicking "Tools", "Internet Options", "Privacy", and selecting "Block all cookies" using the sliding selector.

In Firefox, you can adjust your cookies settings by clicking "Tools", "Options" and "Privacy".

Blocking cookies will have a negative impact upon the usability of some websites.