

Terms of Use & Conditions

Kim's Journeys Online • Effective: May 1, 2024

Please read these Terms carefully before using any platform, application, course, or service offered by Kim's Journeys Online. By accessing or using our services, you agree to be bound by these Terms.

1. About These Terms

These Universal Terms of Use and Conditions ("Terms") govern your access to and use of all websites, web applications, software products, digital downloads, email communications, courses, and any future services offered under the brand Kim's Journeys Online, owned and operated by Kimberly Storey, a sole proprietor located at 208 Timberline Lane, Princeton, Louisiana 71067 ("we," "us," "our," or "Kim's Journeys Online").

These Terms apply to, but are not limited to:

- Our main website: kimsjourneysonline.com
- Our Tasks Manager SaaS application: tasks.kimsjourneysonline.com
- Our Payhip digital product storefront: payhip.com/Kimsjourneysonline
- Our email newsletter delivered via EmailOctopus
- Any future applications, software tools, courses, memberships, or services released under the Kim's Journeys Online brand

These Terms are governed by and construed in accordance with the laws of the State of Louisiana, United States of America, without regard to conflict of law principles.

2. Eligibility

Our educational content, courses, and coaching guidance are designed primarily for Christian adults — women and men — aged 40 and older. However, our software tools and applications (including the Tasks Manager) are open to anyone aged 13 or older (16 or older for users in the European Union or United Kingdom, in compliance with GDPR and UK GDPR).

By using our services, you represent and warrant that:

- You meet the applicable minimum age requirement for your region.
- You have the legal capacity to enter into a binding agreement.
- If you are accessing services on behalf of an organization, you have authority to bind that organization to these Terms.
- You will use our services in compliance with all applicable local, state, national, and international laws.

3. User Accounts & Registration

Certain services — including the Tasks Manager application — require you to create an account. When registering, you agree to:

- Provide accurate, current, and complete information.
- Maintain and promptly update your account information.
- Keep your password confidential and not share it with others.
- Notify us immediately at kim@kimsjourneysonline.com of any unauthorized use of your account.
- Accept responsibility for all activity that occurs under your account.

Kim's Journeys Online reserves the right to suspend or terminate accounts that contain inaccurate information, violate these Terms, or are inactive for an extended period, at our sole discretion.

4. Acceptable Use Policy

Kim's Journeys Online is a faith-rooted community built on integrity, respect, and mutual encouragement. We expect every user to conduct themselves accordingly. You agree that you will NOT use our platforms or services to:

- Post, transmit, or share any content that is obscene, vulgar, pornographic, sexually explicit, or offensive.
- Harass, bully, threaten, stalk, or intimidate any individual or group.
- Engage in or promote hate speech, discrimination, or content that degrades individuals based on race, ethnicity, religion, gender, sexual orientation, disability, national origin, or any other characteristic.
- Violate any applicable federal, state, local, or international law or regulation.
- Infringe upon the intellectual property, privacy, or other legal rights of any third party.
- Upload or transmit malware, viruses, spyware, or any other malicious or harmful code.
- Attempt to gain unauthorized access to our systems, servers, databases, or other users' accounts.
- Use automated bots, scrapers, or data-harvesting tools on our platforms without express written permission.
- Impersonate Kim's Journeys Online, our team, or any other person or entity.
- Use our platforms for spam, unsolicited commercial messages, phishing, or any deceptive practice.
- Engage in any activity that disrupts, damages, or impairs the proper functioning of our services.
- Resell, sublicense, or commercialize access to any of our platforms or tools without authorization.
- Facilitate or encourage any third party to engage in any of the above activities.

Violation of this Acceptable Use Policy may result in immediate account suspension or termination, and may be reported to appropriate law enforcement authorities.

5. Intellectual Property

All content, materials, and resources created by or for Kim's Journeys Online — including but not limited to text, graphics, logos, brand colors, course materials, digital products, software code, frameworks, and the Kim's Journeys Online name and brand — are the exclusive intellectual property of Kim's Journeys Online and are protected by applicable copyright, trademark, and intellectual property laws.

When you purchase or access our digital products, you receive a limited, non-exclusive, non-transferable, personal license to use the product for your own business or personal use. This license does NOT permit you to:

- Reproduce, copy, or redistribute our materials for commercial resale.
- Modify or create derivative works based on our content without written permission.
- Share, distribute, or transfer purchased materials to third parties.
- Remove or alter any proprietary notices, labels, or watermarks.

Any content you submit to our platforms (such as comments, feedback, or support requests) remains your property; however, you grant Kim's Journeys Online a royalty-free license to use, display, and respond to such content in connection with providing our services.

6. Subscriptions, Payments & Pricing

Certain services, including the Tasks Manager application, are offered on a subscription basis. By subscribing, you authorize us (or our payment processors) to charge the applicable fees to your chosen payment method.

Subscription terms may include a free trial period. After any trial, your subscription will automatically renew at the then-current rate unless you cancel before the renewal date. Prices are subject to change with reasonable advance notice. Continued use of the service after a price change constitutes acceptance of the new pricing.

For refund and cancellation terms, please refer to our separate Refund Policy.

7. Third-Party Services & Integrations

Our services may integrate with or link to third-party platforms, including but not limited to Hostinger (web hosting), Payhip (storefront), EmailOctopus (email marketing), Google Calendar, and Microsoft Outlook Calendar. These integrations are provided for your convenience.

Kim's Journeys Online does not control, endorse, or assume responsibility for third-party platforms, their content, policies, or practices. Your use of third-party services is governed by their respective terms and privacy policies. We encourage you to review those terms before connecting any third-party account.

8. Privacy

Your privacy matters deeply to us. Our collection, use, and protection of your personal information is governed by our separate Privacy Policy, which is incorporated into these Terms by reference. By using our services, you consent to the data practices described in our Privacy Policy.

Our Privacy Policy is available on our website at kimsjourneysonline.com, or by contacting us at kim@kimsjourneysonline.com.

9. Disclaimers

OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

Kim's Journeys Online does not warrant that our services will be uninterrupted, error-free, secure, or free of viruses or other harmful components. We do not guarantee specific results from use of our educational content, courses, tools, or guidance.

NO GUARANTEE OF RESULTS FROM COURSES, EDUCATIONAL CONTENT, OR COACHING: Kim's Journeys Online provides guidance, education, and encouragement — we do not and cannot guarantee any specific outcome, result, income, or level of success from any course, coaching session, digital product, or educational material we offer. Results depend entirely on the individual — including but not limited to the effort they apply, the consistency with which they implement what they learn, their prior experience, their personal circumstances, and factors completely outside our control. Because we have no ability to observe, measure, or control what any individual does with the guidance we provide, we make no promise, express or implied, that any particular result will be achieved. Individual results will vary.

For full disclaimer details — including disclaimers related to business, financial, and educational content — please refer to our separate Universal Disclaimer document.

10. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, KIM'S JOURNEYS ONLINE, ITS OWNER (KIMBERLY STOREY), AFFILIATES, CONTRACTORS, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES — INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, GOODWILL, OR BUSINESS OPPORTUNITIES — ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OUR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL OUR TOTAL CUMULATIVE LIABILITY TO YOU EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID TO KIM'S JOURNEYS ONLINE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (\$100.00).

Some jurisdictions do not allow the exclusion or limitation of certain damages. In such jurisdictions, our liability will be limited to the fullest extent permitted by law.

11. Indemnification

You agree to indemnify, defend, and hold harmless Kim's Journeys Online, its owner, contractors, and agents from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of our services; (b) your violation of these Terms; (c) your violation of any applicable law or third-party right; or (d) any content you submit to our platforms.

12. Account Suspension & Termination

Kim's Journeys Online reserves the right to suspend or permanently terminate your account and access to any or all of our services, at our sole discretion, with or without notice, for reasons including but not limited to:

- Violation of these Terms or our Acceptable Use Policy.
- Failure to pay applicable subscription fees.

- Conduct that is harmful, abusive, or disruptive to our community or services.
- Any fraudulent, illegal, or unauthorized activity.

You may cancel your account at any time by contacting us at kim@kimsjourneysonline.com. Termination does not entitle you to a refund except as provided in our Refund Policy.

13. Governing Law & Dispute Resolution

These Terms are governed by the laws of the State of Louisiana, United States of America. Any dispute arising from or relating to these Terms or our services shall be resolved first through good-faith negotiation. We are committed to resolving concerns with integrity and fairness.

If a dispute cannot be resolved through negotiation, it shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, with proceedings conducted in Louisiana. Nothing in this section prevents either party from seeking emergency injunctive relief from a court of competent jurisdiction.

You agree that any claims must be brought in your individual capacity and not as a plaintiff or class member in any class action proceeding.

14. Changes to These Terms

We reserve the right to update or modify these Terms at any time. When we make material changes, we will update the effective date at the top of this document and, where appropriate, notify registered users by email. Your continued use of our services after changes become effective constitutes your acceptance of the revised Terms.

15. Contact Us

If you have questions or concerns about these Terms, please contact us:

Kim's Journeys Online | Owned & Operated by Kimberly Storey
208 Timberline Lane, Princeton, Louisiana 71067
kim@kimsjourneysonline.com
kimsjourneysonline.com

These Terms do not alter in any way the terms or conditions of any other agreement you may have with Kim's Journeys Online for specific products or services.