

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of **www.destinylanay.com** (the "Site"). This Site is owned and operated by Destiny Lanay. This Site is an ecommerce 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.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

Intellectual Property

All content published and made available on our Site is the property of Destiny Lanay 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.

User Contributions

Users may post the following information on our Site:

- Public comments.

By posting publicly on our Site, you agree not to act illegally or violate these Terms and Conditions.

Accounts

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

Sale of Goods And Services

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

The following goods are available on our Site:

- Clothing;
- Life Coaching;
- Business Coaching;
- Affirmation Cards; and
- Emotional Coaching.

The following services are available on our Site:

- _____.

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.

User Goods and Services

Our Site allows users to sell goods and services. We do not assume any responsibility for the goods and

services users sell on our Site. We cannot guarantee the quality or accuracy of any goods and services sold by users on our Site. However, if we are made aware that a user is violating these Terms and Conditions, we reserve the right to suspend or prohibit the user from selling goods and services on our Site.

Subscriptions

Your subscription automatically renews and you will be automatically billed until we receive notification that you want to cancel the subscription.

Payments

We accept the following payment methods on our Site:

- Credit Card;
- Debit; and
- Sezzle.

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

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

Shipping and Delivery

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

- Standard delivery by postal service. Delivery takes 5 - 7 business days..

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.

Destiny Lanay does not provide refunds. Website credit will be provided upon receipt of undamaged and unworn items. A website credit will be provided to utilized towards a purchase on the site.

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 us with 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 as a result of you providing us with 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

Destiny Lanay 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 Destiny Lanay 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 Texas.

Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and Destiny Lanay are unable

to resolve any dispute through informal discussion, then you and Destiny Lanay agree to submit the issue before a mediator. The decision of the mediator will not be binding. Any mediator must be a neutral party acceptable to both you and Destiny Lanay. The costs of any mediation will be paid by the unsuccessful party.

Notwithstanding any other provision in these Terms and Conditions, you and Destiny Lanay agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

Additional Terms

- No refunds will be offered. All returns will be issued website credit to be used within 45 days of issuance..

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 us if you have any questions or concerns. Our contact details are as follows:

(832) 258-9477

Info@destinylanay.com

1919 Taylor Ste F Houston, TX 77007

You can also contact us through the feedback form available on our Site.

Effective Date: 1st day of September, 2021