**Terms of Use**

The effective date of this Agreement is March 9th, 2022

This web site is owned by Illie Mcintosh a private freelancer for Illie Turkey Hunting Services. In the agreement you understand that Illie Turkey Hunting Services will be referred to as “ITHS.” ITHS provides this web site and related services to you, the user of this web site, only for your personal, non-commercial use and subject to your acceptance of and compliance with this Terms of Use Agreement (“Agreement”).

Please read the terms contained herein carefully before using this web site and/or the services associated therewith. Your use of this web site and the associated services confirms your unconditional acceptance of these terms and conditions. Viewing this website is optional. If you do not agree with the terms and conditions, please exit the website.

**REFUND POLICY**

By accepting the terms of conditions. You understand that there are absolutely no refunds available for services. Refund request may be submitted to Illie Mcintosh for situations that may be approved at the owners discretion.

**Illie Turkey Hunting Services has the right to change the contents of this page and website**

ITHS reserves the right and it’s in its sole discretion, to revise this Agreement at any time. Any changes to these terms will be included in a revised version of this Agreement accessible through the web site. You must cease using the web site if you do not agree to be bound by the revised terms and conditions.

Illie Turkey Hunting Services are not responsible for any injuries or complications that might occur during the hunt. Parties agree that they are fully liable and responsible for the use of firearms during hunt and agree to not hold owner Illie Mcintosh or Illie Turkey Hunting Services responsible for any health, mental or physical injuries.

Illie Turkey Hunting Services agrees to mentor and teach the hunters how to safely hunt for turkeys, while using own personal ammo and firearms.

General Use, Registration and User Accounts

Please note that certain areas of this web site such as hunting gear and weapons and related services are intended only for use by those 18 years of age or older and of the age of majority in the jurisdiction in which they reside. These areas have additional terms and conditions governing their use, as noted below.

This web site and related services are intended only for use by those **13 years of age or older**. If you are not **13** or older, you cannot use this site without the accompaniment and supervision of your parent or legal guardian.

By agreeing to these terms and conditions ITHS grants you nonexclusive and revocable license to make personal and non-commercial use of the site. You do not have the right to modify, reproduce, copy, or resell any of the content of the ITHS web site; to download or copy any user’s account information for the benefit of another party. You must use this site with care and ensure to by all site results.

You agree to accept responsibility for all activities that occur under your account. You agree not to disclose your account password to others, and you agree to notify ITHS immediately of any unauthorized use of your account. ITHS is not responsible for nor liable for any loss or other injury you may incur because of someone else using your user account or password, either with or without your knowledge.

You acknowledge that your use of the ITHS web site is at ITHS discretion, and your license to use the web site may be terminated by ITHS at any time. ITHS reserves the right, at its sole discretion, to refuse service, to terminate any user’s account, and to alter or delete any material submitted to the web site through the user’s account.

Privacy Policy

By using this agreement, you understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, or other materials (“Content”), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not ITHS, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available through the web site or any associated services.

 You represent and warrant that you own or otherwise control all the rights to any Content you post or submit to the web site, that use of the information or content you post or submit does not violate the intellectual property rights of any third parties, and that use of the information or content you post or submit will not cause injury to any person or entity. You agree that you will indemnify ITHS or its affiliates for all claims resulting from or related to Content you post or submit. You further represent and warrant that any Content you post or submit to the web site will not contain libelous or otherwise unlawful, threatening, abusive or obscene material.

**You are solely responsible for any activity and postings made in connection with your user account. Any violation of these provisions can subject your account to immediate termination and, possibly, further legal action.**

The opinions expressed in postings or other Content on this web site are not necessarily those of ITHS or its content providers, advertisers, sponsors, affiliated or related entities. ITHS makes no representations or warranties regarding any information or opinions posted to or otherwise included on or transmitted through the web site. ITHS does not represent or guarantee the truthfulness, accuracy, or reliability of any Content or determine whether the Content violates the rights of others. You acknowledge that any reliance on material posted by other users will be at your own risk.

 ITHS does not control the Content delivered via the web site and related services by you or other users, and, as such, does not guarantee the accuracy, integrity, or quality of such Content. You understand that by using the web site, you may be exposed to Content that is offensive, indecent, or objectionable. Under no circumstances will ITHS be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred because of the use of any Content posted, emailed, transmitted or otherwise made available via the web site and/or associated services.

**ITHS does not and is not obligated to regularly review or edit the Content of the web site. However, ITHS reserves the right to do so at any time in its sole discretion.**

15. The trademarks, logos, and service marks displayed on this web site are owned by ITHS and third parties, and this web site’s trade dress is owned by ITHS. All trademarks not owned by ITHS are the property of their respective owners, and, where used by ITHS, are used with permission. Nothing contained on this web site may be construed as granting, by implication, estoppel, or otherwise, any right or license to use any trademark.

16. You acknowledge, consent and agree that ITHS may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of ITHS, its affiliates, other users and the public.

Advertising and Links

ITHS may provide, or third parties may post, links to other Internet sites or resources. Because ITHS has no control over such sites and resources, you acknowledge and agree that ITHS is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that ITHS shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

Your dealings and communications (including but not limited to business dealings, participation in promotions, or transactions prompted by online classified advertisements) with any advertiser or other third party found on or through the web site are solely between you and that third party.

Additional Terms

Certain areas within this web site and certain services offered through this web site may be governed by additional terms presented in conjunction with those areas or services. You must agree to these additional terms before using those areas or services. The additional terms and this Agreement shall apply equally. In the event of an irreconcilable inconsistency between the additional terms and this Agreement, the additional terms shall control.

Disclaimer of Warranties; Indemnification; Resolution of Disputes

 ITHS provides this web site and the associated services in connection with one or more affiliated companies. Any terms and conditions related to the disclaimer of warranties, your obligation to indemnify ITHS, and your available remedy in the event of any dispute apply equally with respect to these affiliated companies.

BY USING THE ITHS WEB SITE, YOU ACKNOWLEDGE THAT YOUR USE OF THE SITE AND ANY ASSOCIATED SERVICES IS AT YOUR OWN RISK. ITHS DOES NOT WARRANT OR GUARANTEE THAT ITS WEB SITE, SERVERS OR E-MAILS SENT BY OR ON BEHALF OF ITHS ARE FREE OF VIRUSES, WORMS OR OTHER HARMFUL COMPONENTS. FURTHER, ITHS DOES NOT GUARANTEE THE CONTINUOUS, UNINTERRUPTED AND ERROR-FREE OPERATION OF ITS WEB SITE, NOR THAT ALL COMMUNICATIONS BETWEEN YOU AND ITHS, OR BETWEEN YOU AND ANY OTHER USER OF THE WEB SITE, WILL BE SECURE FROM ACCESS OR INTERFERENCE BY THIRD PARTIES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATION MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

You agree to indemnify, defend, and hold harmless ITHS, its subsidiaries, agents, distributors and affiliates, and their officers, directors and employees, from and against any claim, demand, damages, cost and expenses, including reasonable attorney fees, arising from or related to your use of this web site and the services provided in connection with the web site, or your breach of any provision of this Agreement or any warranty provided hereunder.

You agree that if you are dissatisfied with the web site or any services offered your sole and exclusive remedy is to discontinue using the web site and any services offered in connection with the web site.

28. This web site is created and maintained by ITHS in the State of Ohio. You agree that the laws of the State of Ohio will govern this Agreement, without giving effect to any principles of conflicts of laws. Any action or proceeding arising out of this Agreement or your use of the ITHS web site must be brought in the state or federal courts located in Ocala, Florida.

Copyright Infringement Claims

29. ITHS respects the intellectual property rights of third parties and complies with the terms of the Digital Millennium Copyright Act (DMCA) regarding such rights. ITHS reserves the right to remove access to infringing material posted to its web site. Such actions do not affect or modify any other rights ITHS may have under law or contract.

To be effective, the Notification must be in writing and contain the following information:

Upon receipt of the written Notification containing the information outlined above, ITHS will:

Upon receipt of a Counter Notification containing the information outlined above, ITHS will: promptly provide the complaining party with a copy of the Counter Notification;
 inform the complaining party that it will replace the removed material within ten (10) to fourteen (14) business days following the receipt of the Counter Notification, provided ITHS’s Designated Agent has not received notice from the complaining party that an action has been filed seeking a court order to restrain alleged infringer from engaging in infringing activity relating to the material on ITHS’s network or system. This process only relates to reporting a claim of copyright infringement. Messages related to other matters will not receive a response through this process.

This Agreement represents the entire understanding between the parties regarding your use of the web site, and supersedes all other agreements, express or implied, between them. This Agreement shall not be modified except in writing, signed by an authorized representative of ITHS. If any provision of this Agreement is determined to be invalid or unenforceable for any reason whatsoever, the remainder of this Agreement shall be enforced to the extent possible, and the offending provision shall be treated as though not a part of this Agreement. ITHS’s failure to act with respect to a breach of this Agreement by you or others does not constitute a waiver of its rights with respect to that breach or any subsequent breach, nor shall it constitute a waiver of any other rights under this Agreement