

TERMS & CONDITIONS

Effective Date: March 1, 2026

These Terms & Conditions govern your use of the **Nola Marie website**, including the website shop, and any purchase made directly from Nola Marie through the website, at an in-person event, through a direct invoice or payment link, or through another direct sales arrangement.

By using the website, placing an order, completing a purchase, or otherwise engaging in a transaction governed by these Terms, you agree to be bound by them.

If you do not agree to these Terms, do not use the website or complete a purchase.

1. WEBSITE USE

The Nola Marie website is provided for information, entertainment, author-related content, book information, event information, and direct sales of books or other merchandise.

You may use the website only for lawful personal purposes.

You may not:

- Use the website for unlawful or fraudulent purposes
- Attempt to interfere with the operation or security of the website
- Introduce malicious code, viruses, automated attacks, or other harmful technology
- Attempt to obtain unauthorized access to the website, accounts, systems, or data
- Impersonate another person
- Submit false or fraudulent order information
- Use automated systems to scrape, harvest, copy, or extract website content
- Use website content in violation of Nola Marie's intellectual-property rights

Nola Marie may restrict or terminate access to the website for misuse, fraud, attempted fraud, interference with the website, or violation of these Terms.

2. INTELLECTUAL PROPERTY

Unless otherwise stated, the content appearing on the Nola Marie website is owned by, licensed to, or used with permission by Nola Marie.

Protected content may include:

- Books and written works
- Excerpts
- Original text
- Character names and descriptions where legally protected
- Graphics
- Artwork
- Book covers
- Photographs
- Logos
- Branding
- Website design elements
- Promotional materials
- Downloadable materials
- Videos
- Audio
- Social-media graphics
- Other original creative content

Website access does not transfer ownership of any intellectual property to the user.

Except as permitted by applicable law or with prior written permission, website content may not be copied, reproduced, republished, distributed, sold, commercially exploited, altered, or used to create unauthorized derivative materials.

Artificial Intelligence, Machine Learning & Data Mining

Except with prior written authorization from Nola Marie, website content, books, excerpts, downloads, artwork, images, or other original material may not be:

- Scraped for the creation of datasets
- Used to train or fine-tune artificial-intelligence or machine-learning systems
- Included in machine-learning training datasets

- Used for automated text or image extraction for commercial model development
- Systematically copied for data-mining purposes
- Reproduced through automated means for the purpose of developing competing or derivative content

Nothing in this provision restricts a use that applicable law does not permit Nola Marie to restrict.

3. BOOK & MERCHANDISE PURCHASES

Purchases may be offered through:

- The Nola Marie website shop
- In-person author events
- Signings or conventions
- Direct invoices
- Payment links
- Other direct arrangements with Nola Marie

The description, edition, format, price, personalization options, preorder status, fulfillment information, and other terms displayed or communicated for a particular item form part of the terms applicable to that purchase.

Buyers are responsible for reviewing the applicable listing or purchase information before completing the transaction.

4. ALL PHYSICAL SALES ARE FINAL

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Physical purchases are governed by the separate **All Physical Sales Final & Damage Replacement Policy**, which is incorporated into these Terms by reference.

That policy governs, among other things:

- Final-sale status
- In-person purchases
- Fulfillment errors
- Shipped damage claims

- Mandatory damage documentation
- Post-delivery damage
- Replacement remedies
- Optional shipping insurance or protection
- Preorders
- Print-to-order books

Except for a fulfillment error, a qualifying remedy provided under that policy, or a remedy independently required by applicable law, physical purchases are nonrefundable, nonreturnable, nonexchangeable, and noncancelable after purchase.

5. FULFILLMENT ERRORS

If Nola Marie makes a clear fulfillment error, such as sending the wrong title, format, edition, or quantity, the error will be corrected in accordance with the All Physical Sales Final & Damage Replacement Policy.

The strict damage-video requirements applicable to physical-damage claims do not apply to clear fulfillment errors.

6. PREORDERS

A preorder may be purchased before the applicable book is released, printed, ordered, received, signed, personalized, or otherwise prepared for shipment.

Standard Editions

Standard-edition preorders are expected to ship within **8–12 weeks after the book's official release date**.

Special Editions

Special-edition preorders may require up to an additional six (6) weeks for production, printing, finishing, sourcing, or fulfillment.

Special-edition preorders are therefore expected to ship within **8–18 weeks after the book's official release date**.

The fulfillment timeframe begins on the book's **official release date**, not the date the preorder was purchased.

7. PRINT-TO-ORDER BOOKS

Books that have already been released may still be printed or ordered specifically to fulfill a purchase.

For those purchases:

- Standard editions are expected to ship within **8–12 weeks from the date of purchase.**
- Special editions may require up to an additional six (6) weeks and are expected to ship within **8–18 weeks from the date of purchase.**

The applicable fulfillment timeframe may include printing, production, shipment to Nola Marie, signing or personalization when applicable, preparation, packaging, and final shipment to the buyer.

Carrier transit time after shipment is separate from the stated fulfillment timeframe.

8. SHIPPING DELAYS

For website orders and other purchases governed by applicable shipping laws, Nola Marie will comply with any legally required notice, consent, cancellation, or refund requirement if an order cannot be shipped within the applicable disclosed fulfillment timeframe.

A delay that remains within the applicable disclosed fulfillment timeframe does not create a cancellation or refund right merely because the buyer would prefer earlier shipment.

9. SHIPPING INFORMATION

Buyers are responsible for providing complete and accurate shipping information.

Before completing a purchase, the buyer must verify:

- Recipient name
- Street address
- Apartment, suite, or unit number
- City
- State
- ZIP or postal code
- Country, when applicable

Nola Marie is not responsible for delivery problems caused by incorrect or incomplete shipping information supplied by the buyer.

If a shipment is returned because of a buyer-provided address error or incomplete address, additional shipping charges may be required before the merchandise is shipped again.

10. SHIPPING INSURANCE OR PROTECTION

For purchases requiring shipment, buyers may contact Nola Marie before shipment to request additional shipping insurance or protection when such protection is available for the selected shipping method.

The buyer is responsible for the additional cost.

Coverage exists only after Nola Marie confirms that it has been added and any required additional charge has been paid.

Nola Marie is not the insurer. The applicable carrier, insurer, or protection provider determines coverage, exclusions, documentation requirements, claim procedures, and claim decisions.

Optional shipping insurance and protection are further governed by the All Physical Sales Final & Damage Replacement Policy.

11. PRICES & PAYMENT

Prices are stated in the currency identified at the time of purchase.

The buyer is responsible for the purchase price and any applicable:

- Shipping charges
- Taxes
- Optional shipping insurance or protection
- Special-order charges
- Personalization charges
- Other charges disclosed before completion of the transaction

Payment must be successfully authorized before an order is considered paid.

Nola Marie does not guarantee that any particular payment method will remain available.

12. PRICING OR LISTING ERRORS

Reasonable efforts are made to provide accurate product descriptions, availability information, and pricing.

If an obvious typographical, technical, or listing error materially affects a pending transaction, Nola Marie may contact the buyer to correct the error before fulfillment.

If the correction materially changes the purchase and the buyer does not agree to the corrected terms, the affected unfulfilled purchase will be canceled and the amount paid for that item will be refunded.

This provision does not permit Nola Marie to retroactively increase the price of a correctly completed and fulfilled purchase.

13. PRODUCT APPEARANCE

Physical books and merchandise may contain ordinary variations arising from printing, manufacturing, production, screen display, photography, finishing, binding, or materials.

Colors shown on a screen may not exactly reproduce the color of a physical item.

Minor manufacturing or cosmetic variations are not necessarily defects and are addressed by the All Physical Sales Final & Damage Replacement Policy.

14. PERSONALIZED & SIGNED ITEMS

When personalization is offered, the buyer is responsible for submitting the requested name, spelling, wording, or other personalization information accurately.

Nola Marie is responsible for correcting personalization errors caused by Nola Marie.

Nola Marie is not responsible for errors resulting from incorrect information supplied by the buyer.

Signatures, inscriptions, placement, ink appearance, and other handwritten elements may naturally vary from item to item.

15. EVENTS & APPEARANCES

Event dates, locations, schedules, appearances, signing information, ticket information, or other event details appearing on the website may be updated when circumstances change.

A change to an event that is controlled by an independent organizer, venue, promoter, convention, or other third party is subject to that party's applicable policies.

Purchasing a physical book from Nola Marie does not guarantee admission to, attendance at, or participation in a separate event unless expressly stated.

16. DIGITAL OR DOWNLOADABLE CONTENT

If Nola Marie provides digital downloads, wallpapers, graphics, excerpts, bonus material, or similar content, that material is provided for the permitted personal use stated with the applicable content.

Unless expressly authorized, digital content may not be:

- Resold
- Redistributed
- Uploaded for public download
- Commercially reproduced
- Repackaged for sale
- Claimed as another person's work

Any additional license terms displayed with a particular digital item control that item.

17. REVIEWS, COMMENTS & USER-SUBMITTED CONTENT

If the website permits reviews, comments, messages, or other user-submitted content, the user remains responsible for the content submitted.

Users may not knowingly submit content that:

- Infringes another person's intellectual-property rights
- Is unlawful
- Contains malicious code
- Impersonates another person
- Contains another person's private information without authorization
- Is submitted for fraudulent or deceptive purposes

Submission of content does not transfer ownership of the user's original content to Nola Marie.

However, when content is intentionally submitted for public display on the website, the user grants Nola Marie permission to display that content for the purpose for which it was submitted.

18. THIRD-PARTY WEBSITES & SERVICES

The website may contain links to or interact with third-party websites or services, including:

- Payment processors
- Shipping carriers
- Social-media platforms
- Retailers
- Event websites
- Newsletter services
- Embedded media
- Other outside services

Nola Marie does not control third-party websites or services and is not responsible for their independent content, availability, privacy practices, security, or terms.

Use of a third-party service may be subject to that provider's own terms and policies.

19. WEBSITE AVAILABILITY

Nola Marie does not guarantee uninterrupted or error-free access to the website.

The website or any portion of it may be changed, updated, temporarily unavailable, or discontinued.

Nola Marie is not responsible for temporary website unavailability caused by hosting issues, maintenance, internet outages, third-party service failures, security issues, or other circumstances outside reasonable control.

20. NO PROFESSIONAL ADVICE

Author content, blog posts, social-media content displayed through the website, fictional material, commentary, resources, or other general content provided by Nola Marie is for informational, entertainment, or promotional purposes unless expressly stated otherwise.

Nothing on the website constitutes legal, medical, financial, tax, or other licensed professional advice.

21. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, Nola Marie is not liable for indirect, incidental, special, exemplary, or consequential damages resulting solely from use of or inability to use the website.

This limitation does not:

- Eliminate obligations expressly assumed under a purchase
- Eliminate a remedy required by applicable law
- Excuse intentional misconduct
- Apply where applicable law prohibits the limitation

Claims involving purchased physical merchandise remain subject to the specific sales and damage policies applicable to that purchase.

22. INDEMNIFICATION FOR MISUSE

To the extent permitted by applicable law, a user who unlawfully misuses the website or its content is responsible for losses or claims directly resulting from that misuse.

This includes claims resulting from the user's:

- Violation of these Terms
- Infringement of intellectual-property rights
- Fraudulent activity
- Unauthorized interference with the website
- Unlawful use of website content

This section does not require a user to indemnify Nola Marie for conduct for which Nola Marie is legally responsible.

23. FRAUD & ABUSE

Nola Marie may refuse or cancel a pending transaction where there is a reasonable basis to identify:

- Payment fraud
- Stolen payment information
- False identity or shipping information
- Fraudulent purchasing activity
- Attempts to manipulate the website
- Other unlawful activity

If a paid transaction is canceled under this section before merchandise is provided, amounts properly owed back to the buyer will be returned as required by applicable law.

24. CHANGES TO THESE TERMS

These Terms may be updated periodically.

Changes apply prospectively from the effective date of the updated Terms.

A later change to these Terms does not retroactively alter the terms governing a previously completed purchase unless:

- The buyer expressly agrees to the change; or
- Applicable law requires otherwise.

The version applicable to a transaction is the version in effect and presented in connection with that transaction.

25. GOVERNING LAW

Except where applicable law requires otherwise, these Terms and transactions governed by them are governed by the laws of the **State of Louisiana**, without regard to rules that would require application of another jurisdiction's law.

Nothing in this provision deprives a consumer of a legal protection that applicable law does not permit the parties to waive.

Any legal proceeding relating to these Terms shall be brought in a court of competent jurisdiction as permitted by applicable law.

26. SEVERABILITY

If any provision of these Terms is determined to be invalid, unlawful, or unenforceable, that provision will be enforced to the maximum extent legally permitted or severed to the extent necessary.

The remaining provisions will continue in effect.

27. NO WAIVER

Failure to enforce a provision of these Terms in one instance does not waive the right to enforce that provision later.

An exception made for one person or transaction does not create a continuing exception or modify these Terms for other transactions.

28. ENTIRE AGREEMENT

These Terms, together with:

- The applicable product listing
- The **All Physical Sales Final & Damage Replacement Policy**
- Any specific written terms expressly applicable to a particular purchase

constitute the terms governing the applicable direct transaction with Nola Marie.

If a specific product listing expressly states a term that differs from a general provision of these Terms, the more specific term controls for that product only.

29. RIGHTS REQUIRED BY LAW

Nothing in these Terms is intended to waive, eliminate, or restrict a right or remedy that applicable law does not permit to be waived.

Where applicable law independently requires a different result, that law controls only to the extent required.

All remaining provisions continue to apply.

30. CONTACT

Questions regarding these Terms, website use, or a direct purchase may be submitted through the contact information provided on the Nola Marie website.