

TERMS AND CONDITIONS

Last Updated: 1/7/2026

Welcome to **Smoke N Memories**. These Terms and Conditions ("Terms") govern your access to and use of our website <https://smokenmemories.com> ("Site") and related services, including SMS communications. By accessing this Site or using our services, you agree to be bound by these Terms and our Privacy Policy.

1. Use of Website

You may use our Site and services only for lawful purposes. You agree not to use the Site in any way that violates any applicable law or regulation or infringes upon the rights of others.

2. Eligibility

By using our services, you confirm that you are at least 18 years old or of legal age in your jurisdiction. If you are using our services on behalf of an organization, you represent that you have authority to bind that organization to these Terms.

3. SMS Messaging & Consent

By voluntarily submitting your phone number on our Site or through any other communication channel, you:

- Consent to receive **recurring SMS messages** from **Smoke N Memories**, including service updates, reminders, order confirmations, and promotional offers.
- Understand that **message and data rates may apply** depending on your mobile carrier.
- Acknowledge that **consent is not a condition of purchase**.

You must actively check a box or submit a form agreeing to:

"I agree to receive SMS messages from Smoke N Memories. Reply STOP to unsubscribe."

4. Opting Out & Support

You may opt out of SMS communications at any time by replying **STOP** to any message. For assistance, reply **HELP** or contact us directly at **Brandon@smokenmemories.com**.

5. Intellectual Property

All content on this Site — including text, images, logos, graphics, and trademarks — is the intellectual property of **Smoke N Memories** or its licensors. You may not copy, reproduce, distribute, or create derivative works without our express written consent.

6. Third-Party Services

Our Site may contain links to or integrate with third-party platforms (e.g., payment processors, analytics tools). We are not responsible for the content, practices, or privacy policies of third parties. Use those services at your own risk.

7. Disclaimers

All services and content are provided “as is” and “as available.” We do not warrant that the Site will be error-free or uninterrupted. We disclaim all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

8. Limitation of Liability

To the fullest extent permitted by law, **Smoke N Memories** will not be liable for any indirect, incidental, special, or consequential damages arising from your use of the Site or our services.

9. Indemnification

You agree to indemnify and hold harmless **Smoke N Memories**, its officers, employees, and partners from any claims, losses, or damages, including legal fees, resulting from your violation of these Terms or misuse of our services.

10. Changes to Terms

We may update these Terms at any time. Changes will be posted on this page with an updated revision date. Your continued use of our services after changes are posted constitutes acceptance of the revised Terms.

11. Governing Law

These Terms shall be governed by and interpreted in accordance with the laws of the State of **Texas**, without regard to its conflict of law principles.

12. Contact Us

For questions about these Terms, your rights, or our services, contact us at:

 **Brandon@smokenmemories.com**