Terms and Conditions

Agreement between User and pailynschroeder.com/shop

Welcome to pailynschroeder.com/shop. The pailynschroeder.com/shop website (the "Site") is comprised of various web pages operated by Sapphire Design Co.. pailynschroeder.com/shop is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of pailynschroeder.com/shop constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

pailynschroeder.com/shop is an E-Commerce Site.

Sapphire Design Co. is a small online business and sustainable home-operated based in the PNW. At Sapphire Design Co., we believe in showing appreciation through hand written letters, custom gifts, and sustainable stationery.

Electronic Communications

Visiting pailynschroeder.com/shop or sending emails to Sapphire Design Co. constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Children Under Thirteen

Sapphire Design Co. does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use pailynschroeder.com/shop only with permission of a parent or guardian.

Links to Third Party Sites/Third Party Services

pailynschroeder.com/shop may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Sapphire Design Co. and Sapphire Design Co. is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Sapphire Design Co. is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Sapphire Design Co. of the site or any association with its operators.

Certain services made available via pailynschroeder.com/shop are delivered by third party sites and organizations. By using any product, service or functionality originating from the pailynschroeder.com/shop domain, you hereby acknowledge and consent that Sapphire Design Co. may share such information and data with any third party with whom Sapphire Design Co. has a contractual relationship to provide the requested product, service or functionality on behalf of pailynschroeder.com/shop users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use pailynschroeder.com/shop strictly in accordance with these terms of use. As a condition of your

use of the Site, you warrant to Sapphire Design Co. that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Sapphire Design Co. or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Sapphire Design Co. content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Sapphire Design Co. and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Sapphire Design Co. or our licensors except as expressly authorized by these Terms.

International Users

The Service is controlled, operated and administered by Sapphire Design Co. from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Sapphire Design Co. Content accessed through pailynschroeder.com/shop in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Sapphire Design Co., its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Sapphire Design Co. reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Sapphire Design Co. in asserting any available defenses.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE

INFORMATION HEREIN. SAPPHIRE DESIGN CO. AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

SAPPHIRE DESIGN CO. AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. SAPPHIRE DESIGN CO. AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SAPPHIRE DESIGN CO. AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE. WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SAPPHIRE DESIGN CO. OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

Sapphire Design Co. reserves the right, in its sole discretion, to terminate or reject your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Washington and you hereby consent to the exclusive jurisdiction and venue of courts in Washington in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Sapphire Design Co. as a result of this agreement or use of the Site. Sapphire Design

Co.'s performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Sapphire Design Co.'s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Sapphire Design Co. with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Sapphire Design Co. with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Sapphire Design Co. with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Product/Service Customization

Sapphire Design Co. reserves the right to refuse, reject, or cancel any customization requests without any explanation of reasons. We will not start the production until we receive the payment as confirmation of the decision to order any customized products from Sapphire Design Co.

Digital Products

All digital products must be used under the agreement of customers and Sapphire Design Co. Downloadable products are not allowed for resale, modify, or share physical copy/digital copy on any platform without consent from Sapphire Design Co. in writing.

Invoices

Sapphire Design Co. sends invoices to customers who wish to order customized products if cannot be proceed on our site Pailynschroeder.com/shop with deadline given to customers. Sapphire Design Co. reserves the right to reject any orders with late payment that allows us no time to complete the project before the given deadline from customers.

Changes to Terms

Sapphire Design Co. reserves the right, in its sole discretion, to change the Terms under which pailynschroeder.com/shop is offered. The most current version of the Terms will supersede all previous versions. Sapphire Design Co. encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Sapphire Design Co. welcomes your questions or comments regarding the Terms:

Sapphire Design Co. Washington 98101

Email Address: pailyn.sapphiredesignco@gmail.com

Effective as of July 01, 2020

Privacy Policy

Sapphire Design Co. operates at pailynschroeder.com/shop. This policy informs you of our activity regarding the collection, use and disclosure of personal information we receive from users of the site whether through our site or Google forms for any inquiries. We only collect your data for the purpose of communication, product customization, shipping information, and your purchase using electronic payment methods. We never sell or share your information without permission. You are able to unsubscribe to our newsletter at any time.

By accessing our site, you agree to the collection and use of information in accordance with this policy.

Sapphire Design Co. reserves the right, in its sole discretion, to change the Privacy Policy at any time. The most current version of the Privacy Policy will supersede all previous versions. Sapphire Design Co. encourages you to periodically review the Privacy Policy to stay informed of our updates.

Effective as of July 01, 2020