# **Scrapbooks-N-More**

# **Terms of Use**

The Scrapbooks-N-More websites are provided to you by Scrapbooks-N-More and its subsidiaries subject to the following Terms of Use. If you do not agree to all of the terms, please do not use the websites.

# Changes to the Terms of Use

Scrapbooks-N-More may, in its sole discretion, change, add or remove any portion of the Terms of Use at any time by posting new Terms of Use on the websites. Your continued use of the websites after such changes are posted will constitute your agreement to such changes.

# **Modifications to the websites**

Scrapbooks-N-More reserves the right, for any reason, in its sole discretion, to terminate, suspend or change any aspect of the websites including but not limited to content, features or hours of availability. Scrapbooks-N-More may impose limits on certain features of the websites or restrict your access to part or all of the websites without notice or penalty.

## **User Conduct**

You are solely responsible for the content and context of any materials you post or submit through the websites. You warrant and agree that while using the websites, you shall not upload, post, transmit, distribute or otherwise publish through the websites any materials which: (a) are unlawful, threatening, harassing or profane; (b) restrict or inhibit any other user from using or enjoying the websites; (c) constitute or encourage conduct that would constitute a criminal offense or give rise to civil liability; or (d) contain a virus or other harmful component, advertising of any kind, or false or misleading indications of origin or statements of fact.

# **Intellectual Property**

You acknowledge and agree that all content and materials available on the websites, including but not limited to the Scrapbooks-N-More name and logos, are protected by intellectual property and other laws. Except as expressly authorized by Scrapbooks-N-More or its subsidiaries, any use, copy, reproduction, display, performance, modification or transmission is strictly prohibited. Notwithstanding the above, you may download one copy of the content and materials on the websites on any single computer for your personal non-commercial use, provided you keep intact all proprietary and other notices.

## **Monitoring**

You agree that Scrapbooks-N-More has the right, but not the obligation, to monitor, edit, disclose, refuse to post, or remove at any time, for any reason in its sole discretion, any material and content anywhere on the websites, including but not limited to bulletin boards, email and other forums. Notwithstanding this right, Scrapbooks-N-More does not and cannot review all materials posted on the websites by users and Scrapbooks-N-More is not responsible for any materials posted by users.

# **Submissions**

All remarks, submissions, ideas, concepts, pictures or other information you submit to the websites will become the exclusive property of Scrapbooks-N-More and its subsidiaries. Scrapbooks-N-More and its subsidiaries will not be required to treat any submission as confidential, and will be entitled to use all submissions for any purpose whatsoever, without any compensation to you.

#### **Account Information**

You agree that you will provide accurate information when creating an account on a Scrapbooks-N-More website and that you will keep your account information up-to-date.

## **Passwords**

You are solely responsible for protecting the confidentiality of your password and may not disclose your password to any other person. In the event that an unauthorized user gains access to the password-protected area of a websites as a result of your acts or omissions, you agree that you shall be liable for any such unauthorized use.

# **Fees**

Scrapbooks-N-More and its subsidiaries may charge you fees for products or services offered for sale on the websites. You agree to pay all fees and charges, including applicable taxes, incurred through your account.

# **Return/Refund Policy**

#### Catalogs

Scrapbooks-N-More will not issue any refunds for products custom made to your specifications. We may at our sole discretion replace your special ordered item with a similar item. Your complete satisfaction is guaranteed. If you are not pleased with your purchase for any reason, contact us within 30 days with your complaint. Send a copy of your receipt which includes all of your account information to:

Scrapbooks-N-More, P.O. Box 350146, Westminster, CO 80035.

# **Privacy**

For an explanation of our online information practices with regards to information collected or submitted to the websites, please see our Privacy Pledge.

## DISCLAIMER OF WARRANTIES

THE WEBSITES, INCLUDING ALL CONTENT, FUNCTIONS, AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE WEBSITES, IS PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SCRAPBOOKS-N-MORE DOES NOT WARRANT THAT THE WEBSITES OR THE FUNCTIONS, FEATURES OR CONTENT CONTAINED THEREIN WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CERTAIN USERS.

# LIMITATION OF LIABILITY

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# **Indemnification**

You agree to defend, indemnify and hold Scrapbooks-N-More and its subsidiaries, and their officers, directors, employees, agents, licensees, successors and assigns harmless from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred or suffered by them in connection with any claim arising out of or related to (i) your use of the websites, (ii) your breach or violation of these Terms of Use, (iii) your dispute with another user, or (iv) the unauthorized access to any password-protected area of the websites using your password. Scrapbooks-N-More reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle or otherwise dispose of any matter without the prior written consent of Scrapbooks-N-More.

# **Termination**

This agreement constitutes a binding agreement between you and Scrapbooks-N-More and its subsidiaries until terminated by you or Scrapbooks-N-More or its subsidiaries, which Scrapbooks-N-More or its subsidiaries may do at any time, without notice, in its sole discretion. If you become dissatisfied with the websites, your only recourse is to immediately discontinue use of the websites.

# **Choice of Law; Forum**

This agreement shall be governed by and in accordance with the laws of the State of Colorado, without regard to conflicts of law provisions. Any controversy involving Scrapbooks-N-More or its subsidiaries arising from or in any way related to the Terms of Use or your use of the websites shall be heard in the appropriate State or Federal court in Adams County, Colorado and you irrevocably consent to the jurisdiction of such courts.

# **Notices**

Except as explicitly stated otherwise, any notices shall be given by email to Scrapbooks-N-More or its subsidiaries at <a href="mailto:carol@northruptech.net">carol@northruptech.net</a> or to you at the email address you provide to Scrapbooks-N-More or its subsidiaries. Notice shall be deemed given 24 hours after the email is sent, unless the sending party is notified that the email address is invalid.

## **General Provisions**

Scrapbooks-N-More makes no representations that the content and materials on the websites are appropriate, available or legal in any location outside of the United States. Those who choose to access the websites from outside of the United States do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. If any provision of the Terms of Use is held to be invalid or unenforceable by a court of competent jurisdiction, then such provision shall be enforced to the

maximum extent possible so as to effect the intent of the Terms of Use, and the remainder of the Terms of Use shall continue in full force and effect. The failure by either you or Scrapbooks-N-More to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. You agree that any cause of action arising out of or related to the websites or the Terms of Use must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. This agreement comprises the entire agreement between you and Scrapbooks-N-More and its subsidiaries, and supersedes all prior agreements between the parties, regarding the subject matter contained herein. All provisions in the Terms of Use regarding representations and warranties, indemnification, disclaimers, and limitation of liability shall survive the termination of the Terms of Use.

## **Contact Information**

If you have any questions or comments about these Terms of Use, Scrapbooks-N-More can be contacted as follows:

Scrapbooks-N-More ATTN: Customer Service Inquiry PO Box 350146 Westminster, CO (303) 548-9168 carol@northruptech.net