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Our services and products are provided subject to the following terms and conditions. By using the website, you agree to be bound by these terms and conditions. Please read them carefully. The website is owned and operated by Lyn Drake & Assoc.

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You should review our *Privacy Policy* to understand our privacy practices.

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If you use the website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

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## **Notice and Procedure for Making Claims of Copyright / Trademark Infringement**

If you believe that your work has been copied, distributed or used on the website in a way that constitutes copyright or trademark infringement, please contact us at Lyn Drake & Assoc., 2050 Cumbria Drive, Surrey, BC, Canada V4A 5J9 (778) 294 1053 or email: [lyndrake@shaw.ca](mailto:lyndrake@shaw.ca).

## **Use of Recommendation Services**

We offer our website users certain services that involve the use of images of our products. The product images provided through these services are protected by international copyright laws and may not be used for any other purpose. Users of these services may not: (a) alter, modify or manipulate any product image (b) use a product image in any form other than the form provided by us; (c) reproduce a product image other than as intended through the use of this service; (d) remove any code or identifying information from a product image; or (e) inactivate the link associated with any product image or cause the image to ultimately link to a destination other than our website.

## **Limitation of Liability**

We do not accept responsibility for the website, its servers, or e-mail sent from the website being free of viruses or other harmful components. We will not be liable for any damages of any kind arising from the use of the website, including, but not limited to direct, indirect, incidental, punitive or consequential damages. Certain laws do not allow limitations as contained in this clause. If these laws apply, some or all of the above limitations may not apply to you and you might have additional rights.

## **Applicable Law**

By visiting the website, you agree that the laws of the Province of British Columbia, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and us relating to the use of this website. Any dispute relating in any way to your visit to or use of the website shall be subject to the exclusive jurisdiction of the provincial or federal courts located in Vancouver, British Columbia, and you consent to exclusive jurisdiction and venue in such court.

## **Subject To Change Without Notice; Severability**

We reserve the right to make changes to our site, policies, and these Terms of Use at any time and in our sole discretion; therefore, you should review our policies, terms, and conditions each time you visit the website. Your continued use of the website after we make any such changes constitutes your binding acceptance of those changes. If any of the terms or conditions herein shall be deemed invalid, void, or for any reason unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining term or condition.

## **TERMS OF SALE**

These Terms of Sale apply to all offers made by Lyn Drake & Assoc. and [Inspiredesignsbylyn.com](http://Inspiredesignsbylyn.com), all orders placed by you and all agreements concluded between us in relation to the products and services offered on this website.

## **Return Rights**

We are committed to quality products and your satisfaction is 100% guaranteed.

If for any reason you are not completely satisfied with your purchase, you may return it within 30 days of receipt and receive a free replacement or a full refund for the price of the product. Shipping charges will not be refunded.

If your order should arrive in less than satisfactory condition, simply take a digital photo of the item and one of the shipping container it arrived in, attach them to an email and send to [inspireddesignsbylyn@shaw.ca](mailto:inspireddesignsbylyn@shaw.ca). Please include in the body of the email: your order number, the shipping ID or item number, a brief description of the reason for the return, and let us know whether you are seeking a replacement or a refund. Your request will be processed within 48 hours and you will receive an email letting you know your replacement is under production or your refund is being processed.

## **Pricing**

Notwithstanding the product prices shown on the website, we cannot confirm the price of an item until you order. Despite our best efforts, a small number of the items shown on the website may be mispriced as a result of price changes that are implemented at or about the time of your visit to the website. However, we do NOT charge your credit card until after your order has entered the shipping process. If an item's correct price is higher than our stated price, your sole recourse is cancellation of your order.

## **Acceptance of Order**

We reserve the right to refuse or cancel any order. In such event your sole recourse shall be the return of amounts paid by you related to such order (if any).

## **Disclaimer**

We are not liable for any financial damage (including but not limited to the cost of any replacement purchase) that may occur because of non-timely arrival or any lack of availability or conformity of the product.

## **Applicable Law**

The offers by Art.com, Inc., your orders, and the agreements between us for the delivery of our services and products are subject to the laws of the Province of British Columbia, Canada. The provincial or federal courts located in Vancouver, British Columbia will have exclusive jurisdiction to settle any dispute between us in relation to our products or services.

## **Modification And Severability**

We reserve the right to make changes to our website, our policies, our Terms of Use and these Terms of Sale at any time and in our sole discretion. Therefore, you should review our policies, terms and conditions each time you visit the website. Your continued use of the website after we make any such changes constitutes your binding acceptance of those changes. If any of the terms or conditions herein shall be deemed invalid, void, or for any reason unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining term or condition.

September 12, 2017