

Terms of Service

The following terms and conditions constitute a legally binding contract (this "Agreement") between you ("you" or "your") and FAME DESIGN LTD, that governs all use by you of the www.famedesign.shop website (the "Site") and the services available on or at the Site (taken together with the use of the Site, the "Services"). We'll refer to FAME DESIGN and all of its subsidiaries and affiliated companies collectively as "FAME DESIGN", "we", "our", "us", etc. FAME DESIGN is a design service company that uses and owns a bespoke marketplace print-on-demand (and in bulk) platform for businesses, artists and companies that want to outsource the design, printing and delivering component. FAME DESIGN white-label prints and dropships products ("Products") directly to you and your customers ("Customers").

The Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein. We also have other policies and procedures including, without limitation, [Shipping](#), [Return Policy](#), [Privacy Policy](#) and others. Those policies contain additional terms and conditions, which apply to the Services and are part of this Agreement. **YOUR USE OF THE SITE CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THIS AGREEMENT. FURTHERMORE, BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THE SITE, YOU ACCEPT AND ARE BOUND BY THIS AGREEMENT.** If you do not agree to this Agreement, do not use the Site or any other Services.

If you use our Services only for your personal use, you are considered a "User". If you use our Services to execute orders or deliver Products to third parties (including Customers), you are considered a "Merchant".

. 1. Access & Membership

In order to enjoy all of FAME DESIGN's benefits, you may register your account and become a member ("Member"). Membership requires that you register on the Site (including by truthfully filling out all required personal information). You may opt out of marketing and promotional activities, including emails. You may cancel your membership at any time by canceling it online on the Site. To complete registration, you shall provide a name, surname, email address and password. You may never use another user's FAME DESIGN account without permission from that user. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify FAME DESIGN immediately of any breach of security or unauthorized use of your account. Although FAME DESIGN will not be liable for your and your Customer's losses caused by any unauthorized use of your account, you may be liable for the losses of FAME DESIGN and others due to such unauthorized use.

FAME DESIGN may change, suspend or discontinue the Services, Products, fees, charges, terms at any time,

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including the availability of any feature or content, but without affecting orders for European Economic Area and UK Users which FAME DESIGN has already confirmed. FAME DESIGN may also impose limits on certain features and Services or restrict the User's access to parts or all of the Services without notice or

liability. If you are an individual (rather than an organization or entity), then you certify to FAME DESIGN that you are at least 18 years of age, however, if you are an individual residing in Japan, you certify to FAME DESIGN that you are at least 20 years of age. If you are using the Services on behalf of an organization or entity then you certify that you are legally authorized and permitted to bind such organization or entity to this Agreement and use the Services. Notwithstanding the aforementioned, you agree to take full responsibility for your selection and use of the Services. This Agreement is void where prohibited by law, and the right to access or use the Services is revoked in such jurisdictions.

2. Modifications

Without affecting orders for European Economic Area Users and UK which FAME DESIGN has already confirmed FAME DESIGN reserves the right, at its sole discretion, to modify this Agreement and its terms, as well as the fees and other charges for our Services, at any time. All such modifications will become effective immediately after FAME DESIGN posts them on the Site. You shall be responsible for reviewing and becoming familiar with all such modifications, and you agree to review the terms of this Agreement each time you access or use the Site so that you are aware of any modifications made to this Agreement. Use of the Site and other Services by you after FAME DESIGN posts the modifications on the Site constitutes your acceptance of the terms and conditions of this Agreement, as modified. If you do not agree to the modified terms, you are not authorized to access or use the Site or other Services, and you must send FAME DESIGN a written notification, including via email (and your FAME DESIGN account will be deleted), to close your account within 30 days of notice.

3. Content

All content (including all information, images, pictures, data, text, photographs, graphics, messages, and other materials, hereinafter "Content") that we post, submit, upload, display, sell or use, hereinafter "post", using our Services is our content and your official and approved content by you. That includes anything we post using our Services (like Content, your images, shop name, your customer reviews, comments, your videos, usernames, etc.).

- 1. Responsibility for the Content.** You understand that you are solely responsible for the Content that you allow us to post on or through the Services. You represent that you have all necessary rights to the Content, including all necessary rights to post it or use it on your Products sold, manufactured, or warehoused by FAME DESIGN. You also represent that you're not infringing or violating any third party's rights by posting the Content or using the Content on your Products sold, manufactured, or warehoused by FAME DESIGN or FAME DESIGN partners.

2. Permission to Use the Content. FAME DESIGN agrees that any of your Content that you allow us to post using our Services will remain yours. This means that we will never use your Content except with your express permission or as otherwise provided in this Agreement.

3. Rights You Grant FAME DESIGN. By posting your Content, you grant FAME DESIGN a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use, display, edit, modify, reproduce, distribute, store, and prepare derivative works of your Content to provide the Services and to promote FAME DESIGN and/or your FAME DESIGN store, or the Services in general, in any formats and through any channels, including across any FAME DESIGN Services, third-party website, advertising medium and/or social media. You agree and represent that you have the rights to grant this license to us.

4. Reporting Unauthorized Content. FAME DESIGN respects intellectual property rights and follows intellectual property laws. We are committed to following appropriate legal procedures to remove infringing content from the Service(s).

5. Intellectual Property. FAME DESIGN respects your work and empowers you to express your voice and ideas. We ask that you respect the work and creative rights of others. You need to either own the Content you post to FAME DESIGN, or have the express authority to post it. Content must comply with right of publicity, trademark and copyright laws, and all other applicable state and federal laws.

6. Trademarks and Infringement of Intellectual Property. We are committed to following appropriate legal procedures to remove infringing content from the Services. FAME DESIGN will try to accommodate and not interfere with standard technical measures used by copyright owners to identify and protect their works. FAME DESIGN reserves the right to do any or all of the following at any time at our sole discretion: (i) immediately suspend your use of the Services; and/or (ii) remove, block, and disable access to any of your Content that is alleged to infringe the intellectual property rights of others. When we receive proper notice of intellectual property infringement (via email info@famedesign.shop or otherwise), FAME DESIGN strives to respond quickly by removing, blocking, or disabling access to the allegedly infringing material. When FAME DESIGN removes, blocks or disables access in response to such a notice, FAME DESIGN makes a reasonable attempt to contact the allegedly infringing party, provide information about the notice and removal, and, in cases of alleged copyright infringement, provide information about counter notification.

1. DMCA Cooperation: FAME DESIGN's copyright infringement notice and Content removal policies and procedures are intended to comply with the requirements and obligations of service providers under the Digital Millennium Copyright Act (DMCA). To the extent any requirements and obligations of service providers under the DMCA change or are different than set forth herein, FAME DESIGN's policies and procedures may likewise change in accordance with the DMCA requirements and obligations of service providers.

2. **Counter DMCA Notifications:** If FAME DESIGN receives a DMCA counter notification, FAME DESIGN will send a copy of the counter notice to the original complaining party. Unless the copyright owner files an action seeking a court order against the allegedly infringing party and informs FAME DESIGN of this action, the removed, blocked, or disabled material may be replaced or access to it may be restored 10-14 business days after delivery of the counter notice to the original complaining party. If an action is filed, any Content removed, blocked, or disabled shall remain removed, blocked or disabled at the sole discretion of FAME DESIGN.

3. **Repeat Infringement:** FAME DESIGN may terminate account privileges of Members that are subject to repeat notices of intellectual property infringement as determined by FAME DESIGN at its sole discretion.

7. **Copyright and Trademark Responsibility.** You agree and represent by accepting this Agreement and using our Services that you own all rights (including copyrights) for the Content you post (or authorized us to post), or if you are not the owner, that you have express authority and written permission to use and reproduce the Content in connection with the Services, and that you have all of the rights required to post your Content (or authorized us to post). Likewise, by accepting this Agreement and using our Services, you agree and represent that you own all trademarks, service marks, trade dress, and trade names incorporated into the Content you post, or if you are not the owner, that you have express authority and written permission to use, post, and reproduce such marks, trade dress, and trade names in connection with any Content and the Services provided under this Agreement.

8. **Inappropriate, False, or Misleading Content.** This should be common sense, but there are certain types of Content we don't want submitted to our Services (for legal reasons or otherwise). You agree that you will not post any content that is abusive, threatening, defamatory, obscene, vulgar, illegal or otherwise offensive or in violation of any part of this Agreement. You also agree not to post any Content that is false or misleading or uses the Services in a manner that is fraudulent or deceptive.

4. Use of Services

We grant you a limited, non-exclusive, non-transferable, and revocable license to use our Services, platforms, and integrations subject to this Agreement and the following restrictions in particular:

1. **Don't Use Our Services to Break the Law.** You agree that you will not violate any laws in connection with your use of the Services. This includes any local, state, federal, and international laws that may apply to you or FAME DESIGN. For example, it's your responsibility to obtain any permits or licenses that your store may require; you must not engage in fraud, theft, anti-competitive conduct,

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threatening conduct, or any other unlawful acts or crimes against FAME DESIGN, another FAME DESIGN user, or a third party. You also agree that you are not the target of trade, financial, and economic sanctions, and that you do not appear on a sanctions-related list, including lists maintained by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of State, the U.S. Department of Commerce, the European Union, or Her Majesty's Treasury of the United Kingdom. You also agree that you will not export, reexport, or otherwise transfer FAME DESIGN's Products to countries or territories that are the target of comprehensive embargoes or sanctions (including Cuba, Iran, Syria, North Korea, and the Crimea region) or parties on the sanctions-related lists referenced above. You agree not to use the Services: (i) to impersonate or attempt to impersonate FAME DESIGN, any other FAME DESIGN Party (as defined below), or any other person or entity; or (ii) for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise. The following are collectively referred to as the "FAME DESIGN Parties": (a) FAME DESIGN, (b) FAME DESIGN's subsidiaries, affiliated companies, and joint ventures, and (c) the officers, directors, members, managers, equity holders, agents, and employees of FAME DESIGN and its subsidiaries, affiliated companies, and joint ventures.

2. **Don't Try to Harm Our Systems.** You agree not to interfere with or try to disrupt our Services, for example by distributing a virus or other harmful computer code into our platforms, third party services, or other programs or systems our clients may use to promote their Products. You agree not to use the Services: (i) to send, knowingly receive, upload, download, use, or re-use any material which does not comply with this Agreement; or (ii) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm any FAME DESIGN Party or expose any of them to liability. You agree that FAME DESIGN reserves the right to audit our platforms (systems) to ensure integrity and compliance with this Agreement, at the sole discretion of FAME DESIGN.

3. **Follow Brand Guidelines.** The name "FMerch", FAME DESIGN, our iconography, phrases, logos, and designs that we use in connection with the Products or Services we provide are trademarks, service marks, or trade dress of FAME DESIGN in the UK, US, European Union, and all other countries, that are used for proprietary purposes at our sole discretion. Except as expressly provided in this Agreement, FAME DESIGN does not grant you any rights to use its trademarks, service marks, or trade dress. You may state in connection with the Services or Products provided by FAME DESIGN that FAME DESIGN provided such Services or Products. If you use any of our trademarks in reference to our Products or Services, you must include a statement attributing that trademark to us. You must not use any of our trademarks: (i) in or as the whole or part of your own trademarks; (ii) in connection with activities, Products or Services which are not ours; (iii) in a manner which may be confusing, misleading or deceptive; or (iv) in a manner that disparages us or our information, Products or Services (including the Site). FAME DESIGN reserves the right to request you to immediately remove

any such misused iconography, phrases, logos, and designs at our sole discretion.

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4. **Share Your Ideas.** We love your suggestions and ideas! They can help us improve your experience and our Services. Any unsolicited ideas or other materials you submit to FAME DESIGN (not including your Content or Products we sell for you or warehouse through our Services) are considered non-confidential and nonproprietary to you. By submitting those ideas and materials to us, you grant us a non exclusive, worldwide, royalty-free, non-revocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you at any time.

5. **Communication Methods.** FAME DESIGN will provide you with certain legal information in writing. By using our Services, you're agreeing to our communication methods which describe how we provide that information to you. This simply means that we reserve the right to send you information electronically (by email, etc.) instead of mailing you paper copies (it's better for the environment). You may contact us at:

FAME DESIGN LTD

261 Bolton Rd, Bury, Lancs, United Kingdom, BL8 2NZ

info@famedesign.shop

6. **Digital Items.** Digital items (like design we create, mockups, templates, images and other design assets) and texts created in connection with the Products and/or Services we offer and their intellectual property rights belong exclusively to FAME DESIGN. Digital items and any results may only be used in connection with the advertising, promoting, offering and sale of FAME DESIGN's Products and may not be used for other purposes or in conjunction with products from other manufacturers.

5. Content and Services

1. **Items Our Clients Purchase Through Our Sites.** You understand that FAME DESIGN cannot and does not make any warranties about your Content, stores, or what you sell to your Customer that we may warehouse. Any legal claim related to a Product your Customers purchase must be brought directly against you as the seller of the Product. You release FAME DESIGN from any claims related to Products sold by you through our Services, including claims for misrepresentations by you to your Customers or claims for physical injury or property damage by any of your Products that are warehoused for you by FAME DESIGN and partners.

2. **Content You Access.** Your Customers may come across materials that they find offensive or

inappropriate while using our Services. We make no representations concerning any content posted by others through the Services. FAME DESIGN is not responsible for the accuracy, copyright

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compliance, legality, or decency of content posted by others that you accessed through the Services. You release us from all liability relating to that content.

3. **Third-Party Services.** Our stores on our Site(s) may contain links to third-party websites or services that we don't own or control (for example, links to Facebook, Twitter, and Instagram). You may also need to use a product or service of one of our subcontractors or other third parties in order to use some of our Services (like a compatible mobile device to use our mobile apps). When you access these third-party services, you do so at your own risk. The third parties may require you to accept their own terms of use. FAME DESIGN is not a party to those agreements; they are solely between you and the third party. You agree that FAME DESIGN will not be liable to you in any way for your use of these third party services.
4. **Services.** FAME DESIGN is dedicated to making our Services the best they can be, but we're not perfect and sometimes things can go wrong. You understand that our Services are provided "as is," with all faults and without any kind of warranty (express or implied), except for the warranties provided with respect to Products in Section 6 below. **TO THE FULLEST EXTENT PERMITTED BY LAW, WE ARE EXPRESSLY DISCLAIMING ANY AND ALL WARRANTIES OR CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES OR CONDITIONS IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, WITH RESPECT TO OUR SERVICES, EXCEPT FOR THE WARRANTIES OR CONDITIONS PROVIDED WITH RESPECT TO PRODUCTS IN SECTION 6 BELOW. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.** We do not guarantee that:
 1. the Services will be secure or available at any particular time or location – FAME DESIGN shall not be liable for any delays, interruptions or loss of data in connection with the use of our Site and Services. FAME DESIGN shall strive to ensure that the Services are carried out in other locations in case it is not possible to carry them out at the location the Services were initially intended to be performed at.
 2. any errors for which FAME DESIGN is responsible will be corrected;
 3. the Services will always be free of viruses or other harmful materials; or 4. the results of using the Services will meet your expectations.You use the Services solely at your own risk.
5. **LIABILITY LIMITS. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER FAME DESIGN NOR ANY OTHER FAME DESIGN PARTY SHALL BE LIABLE TO YOU OR YOUR CUSTOMERS FOR ANY LOST PROFITS OR REVENUES, DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF (I) WHETHER ANY OF THE FOREGOING DAMAGES WERE**

FORESEEABLE, (II) WHETHER OR NOT YOU WERE ADVISED OF THE POSSIBILITY OF INCURRING ANY OF THE FOREGOING DAMAGES, (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (IV) ANY SPECIFIC CIRCUMSTANCES OF YOU AND/OR YOUR CUSTOMER. THE LIABILITY

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OF THE FAME DESIGN PARTIES WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE SERVICE THAT YOU HAVE PURCHASED OR USED THROUGH THE SITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

6. Limited Warranty on Products

1. **Limited Warranty.** We warrant that, at the time of delivery of a Product to a User or the Merchant's Customer, the Product will not be materially defective or damaged (the "Limited Warranty").
2. **Who May Use This Warranty?** FAME DESIGN extends the Limited Warranty only to Users and Merchants. All Limited Warranty coverage terminates if the User or the Merchant's Customer sells or otherwise transfers a Product.
3. **What Does This Warranty Not Cover?** This Limited Warranty does not cover any damage to or defect in a Product caused by any of the following: (a) you or third parties; (b) any improper handling (including during shipping), use or storage of the Product; (c) any failure to follow any Product instructions; (d) any modifications to the Product; (e) any unauthorized repair to the Product; or (f) any external causes such as accidents, fire, flood, "acts of God" or other actions or events beyond our reasonable control; or (g) any costs or expenses related to the loss of use of the Product or any other costs or expenses not covered by this Limited Warranty. This Limited Warranty does not cover any items supplied by third parties, size exchanges or buyer's remorse.

Finally, as noted elsewhere in this Agreement, we unfortunately cannot guarantee that the colors and details in our website images are 100% accurate representations of a Product, and sizes might in some cases be approximate. Accordingly, this Limited Warranty does not cover such matters.

1. **What Is The Period Of Coverage?** This limited warranty starts on the date of the delivery of the Product to the User or the Merchant's Customer and lasts for thirty (30) days (the "Warranty Period"). For the avoidance of doubt, FAME DESIGN acknowledges that according to some jurisdictions the User may be entitled to a longer Warranty Period.
2. **What Are Your Remedies Under This Warranty?** With respect to any materially defective or damaged Product, we will, in our sole discretion, either: (a) replace such Product (or the defective or damaged part of the Product) free of charge, or (b) refund the purchase price paid to us by the User or the Merchant along with the shipping fees corresponding to the defective or damaged Products.

3. **How Do You Obtain Warranty Service?** Promptly following delivery of a Product, you or your Customer (if you are a Merchant) will inspect the Product. If a Product is materially defective (including any error by FAME DESIGN or third part in printing) or damaged upon receipt, or if you

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received the wrong Product, then in order to be eligible for service under this Limited Warranty, you must submit a claim within the Warranty Period in compliance with our [Return Policy](#). If you are a Merchant, your Customer should contact you regarding any defective or damaged Product and with respect to any delivery of the wrong Product.

4. **LIMITATION OF LIABILITY.** THE REMEDIES DESCRIBED IN THIS SECTION 6 ARE YOUR SOLE AND EXCLUSIVE REMEDIES (AND OUR ENTIRE LIABILITY) FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY FOR A DEFECTIVE OR DAMAGED PRODUCT SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT RECEIVED BY US FOR THE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES, TO THE FULLEST EXTENT PERMITTED BY LAW, BE LIABLE FOR ANY LOST PROFITS OR REVENUES, DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, ENHANCED OR PUNITIVE DAMAGES OR LOSSES ARISING OUT OF OUR PRODUCTS, REGARDLESS OF (I) WHETHER ANY OF THE FOREGOING DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT YOU WERE ADVISED OF THE POSSIBILITY OF INCURRING ANY OF THE FOREGOING DAMAGES, (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (IV) ANY SPECIFIC CIRCUMSTANCES OF YOU AND/OR YOUR CUSTOMER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO OUR PRODUCTS, INCLUDING WITHOUT LIMITATION THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THE WARRANTY PERIOD. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7. Your rights in the case of lack of conformity

If you are a User residing in the European Economic Area, the legal guarantees established by *Directive 1999/44/EC on consumer sales and guarantees* below apply to the sale of our products. Consequently, you have the right, free of charge, to get the products repaired (or replaced) within the limits provided by the law, or, in case of failure of one of the remedies above to have an appropriate reduction in the price of the products, or the contract cancelled. Delivery costs for returning the product to be repaired or replaced under this clause shall be borne by FAME DESIGN, as well as any costs related to the delivery to you of the

repaired or replaced product.

8. Responsibility of Site members and visitors

Violation of this Agreement or any other rules will result in the termination of your FMerch (FAME DESIGN) account.

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FAME DESIGN and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the Services. Without limiting the foregoing, FAME DESIGN and its designees shall have the right to remove, block, and disable any Content. You agree that you must evaluate and to the extent permitted by law bear all risks associated with the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by FAME DESIGN or submitted to FAME DESIGN, including without limitation information in FAME DESIGN collaborations, posts and in all other parts of the FAME DESIGN Services.

Without limiting other remedies, we may limit, suspend or terminate our Services and your account, prohibit access to our Site, delay, remove, block, or disable hosted Content, and take technical and legal steps to keep you off the Site if we think that you are creating problems, causing possible legal liabilities, breaching this Agreement, or acting inconsistently with the letter or spirit of our policies. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for extended periods of time. You are responsible for providing FAME DESIGN with accurate and truthful information (including but not limited to your name and surname if you are a User or retail price if you are a Merchant). If you have provided FAME DESIGN with inaccurate or false information, (a) you shall be liable to FAME DESIGN for damages and losses (including but not limited to taxes) arising out of such inaccurate or false information, (b) you shall reimburse such damages and losses (including but not limited to taxes) to FAME DESIGN, and (c) FAME DESIGN shall have the right to charge you for such damages and losses (including but not limited to taxes) and otherwise limit or suspend your access to the Services.

9. Payments and fees

You may choose to save your billing information to use it for all future orders and charges associated with FAME DESIGN Products and/or Services. In such a case, you also acknowledge and agree that this information will be stored and processed by third party PCI DSS compliant service providers.

When you order a Design, Product, or use a Service and Membership that has a fee, you will be charged, and you agree to pay, the fees in effect at the time the order is placed. We may change our fees from time to time (for example, when we have holiday sales, offer you a discount of base product prices, etc.). We may choose to temporarily change the fees for our Services for promotional events or new Services, and such changes are effective when we post the temporary promotional event or new Service on the Site or

inform you individually. The sale will be submitted for processing and you will be charged as soon as you confirm it. You may then receive an email from us.

By placing an order through the Site, you are confirming that you are legally entitled to use the means of payment tendered and, in the case of card payments, that you are either the cardholder or have the cardholder's express permission to utilize the card to effect payment. In case of an unauthorized use of a payment method, you will be personally liable for, and shall reimburse FAME DESIGN for damages resulting from such unauthorized use.

With regard to payment methods, you represent to FAME DESIGN that (i) the billing information you supply to us

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is true, correct, and complete and (ii) to the best of your knowledge, charges incurred by you will be honored by your financial institution (including but not limited to credit card company) or payment service provider.

If you or your Customer makes any return which does not comply with our return policies (which are described [here](#)), you will reimburse FAME DESIGN for its losses, which consist of fulfillment costs and chargeback handling fees (up to £10 STERLING per chargeback).

We may refuse to process a transaction for any reason or refuse to provide Services to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of refusing or suspending any transaction after processing has begun.

Unless stated otherwise, you may choose currency from the options available at the Site in which all fees and payments will be quoted. You are responsible for paying all fees, payments and applicable taxes associated with our Site and Services. After receiving your order you may receive an email from us with the details and description of the Products and/or Service ordered. Payment of the total price plus taxes and delivery must be made in full before the dispatch of our Products and Services..

FAME DESIGN at its sole discretion may offer you various discounts, as well as change, suspend or discontinue them at any time. You may find more information about the available discounts at the Site, in the marketing and promotional emails or via other channels or events FAME DESIGN may use or participate in.

10. Taxes

Aside from the limited circumstances set out below, you are responsible for (and shall charge) all applicable taxes, such as but not limited to sales taxes, VAT, GST and others, and duties associated with the Products and Services (if and as applicable).

In some states in the US and other countries, FAME DESIGN may collect the applicable taxes from you as the seller and pay this to the relevant tax authority (if and as applicable).

In certain cases you are required to provide a valid exemption certificate such as Resale certificate, VAT ID or ABN.

11. Shipping

Once you have confirmed your order, it might not be possible to edit or cancel it. If you want to change some parameters, Customer addresses, etc., please check whether such an option is available in your account. We are not bound to make such modifications to your order, but we will do our best on a case-by case basis.

The risk of loss of, damage to and title for Products or Services pass to you upon our delivery to the carrier. It shall be

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your (if you are a User) or your Customer's (if you are a Merchant) responsibility to file any claim with a carrier for a lost shipment if carrier tracking indicates that the Product was delivered. In such case FAME DESIGN will not make any refunds and will not resend the Product. For Users in the European Economic Area the risk of loss of, damage to and title for Products will pass to you when you or a third party indicated by you has acquired the physical possession of the Products.

If carrier tracking indicates that a Product was lost in transit, you or your Customer may make a written claim for replacement of (or credit to the Member's account for) the lost Product in compliance with FAME DESIGN's [Return Policy](#). For Products lost in transit, all claims must be submitted no later than 30 days after the estimated delivery date. All such claims are subject to FAME DESIGN investigation and sole discretion.

12. Description of products

While many component parts of our Products are standard, all Products available for purchase are described on their specific page on our Site. We always try to represent each design we create as accurately as possible via photography and copy points provided by designers, artists or photographers.

We have a policy of continuous Product development so we can provide you with what we consider the best design combined with best performance, and thus reserve the right to amend the specifications of Products, their price, packaging, and any Service associated at any time, without prior notice. Before ordering, we invite you to have a close look at the Product description and design.

We use our best efforts to provide you with the best images and descriptions, but unfortunately cannot guarantee that colors and details in website images are 100% accurate representations of the product, and sizes might in some cases be approximate.

Sometimes during the manufacturing process Products can be damaged. Obviously we won't knowingly ship

damaged items to you (your Customers), but these damaged items can still be used for charitable purposes. FAME DESIGN reserves the right to donate all damaged items with full or partial designs to charity and you hereby waive your right to collect royalties or other fees regarding damaged Products that are donated.

If a Product the Merchant has ordered goes out of stock and the Merchant has not opted-out of Product alternatives in store settings, the Product might be substituted at FAME DESIGN's own discretion and without any express notification with the most appropriate Product alternative in the order to avoid fulfillment delays, unless we can't find a comparable replacement, in which case the Merchant still need to wait for the original Product to be restocked. If the Product alternative costs more than the original Product being substituted, FAME DESIGN will charge the price Merchant has paid for the order of the Product. For Product alternatives that cost less than the original Product, we'll refund you the difference. If you wish to opt-out of alternative Products, you can change it in the store settings. Unless the Merchant has opted-out of Product alternatives in the store settings, **Merchant is solely responsible for informing Merchant's Customers about the Product being substituted with a Product alternative.**

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13. Purchase of products and services.

Your order is purchase of a Product and/or Services for which you have paid the applicable fee and/or other charges that we have accepted and received. Any Products and Services in the same order which we have not accepted do not form part of that contract. We may choose not to accept any orders in our sole discretion.

Orders are placed and received exclusively via the Site. Before ordering from us, it is your responsibility to check and determine full ability to receive the Products. Correct name of the recipient, delivery address and postal code/zip code, up-to-date telephone number, and email address are absolutely necessary to ensure successful delivery of Products.

All information asked on the checkout page must be filled in precisely and accurately. FAME DESIGN will not be responsible for missed delivery because of a wrong or misspelled recipient name or surname, delivery address or an inappropriate phone number. Should you like to ask for a change in the delivery address, phone number, or any other special requirements, please contact FAME DESIGN.

14. Delivery

We deliver to most places in the world. The customer shall cover delivery costs. Delivery prices are additional to the Product's price and may vary depending on delivery location and/or sort of Products, and additional charges may be added to the order for remote or difficult to access locations that require special attention. Flat rate delivery charges are shown on our checkout page; however, we reserve the right to advise you of any additional delivery charges that apply to your specific delivery address.

Some Products are packaged and shipped separately. We cannot guarantee delivery dates and to the extent permitted by law accept no responsibility, apart from advising you of any known delay, for Products that are

delivered after the estimated delivery date. Average time for delivery may be shown on the Site. It is only an average estimation, and some delivery can take longer, or alternatively be delivered much faster. All delivery estimates given at the time of placing and confirming order can be subject to change. In any case, we will do our best to contact you and advise you of all changes. We try our best to make Product delivery as simple as possible.

Ownership of the Products will only pass to you/Customer after we receive full payment of all sums due in respect of the Products, including delivery charges and taxes, and deliver the Products to the carrier.

We make no guarantees with respect to any collaboration we undertake with you, including any collaboration with respect to Services, Products (including new Products) or any integration with a vendor platform.

15. Release

To the fullest extent permitted by law you release us and all other FAME DESIGN Parties from any and all claims

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and demands, as well as any and all damages, losses, liabilities, judgments, costs, reasonable attorneys' fees, and other expenses incurred or suffered by any FAME DESIGN Party, of every kind and nature, known and unknown, relating to or arising out of any right, claim, or matter (a) which is disclaimed by FAME DESIGN (or for which FAME DESIGN provides no guarantees) under this Agreement, or (b) for which FAME DESIGN is otherwise indemnified or released by you under this Agreement.

16. Indemnity

To the fullest extent permitted by law you will defend, indemnify, and hold FAME DESIGN and the other FAME DESIGN Parties harmless from any claim or demand made by any third party (including, but not limited to, your Customer), as well as any and all damages, losses, liabilities, judgments, costs, reasonable attorneys' fees, and other expenses of every kind and nature, known and unknown, incurred or suffered by the FAME DESIGN Parties, relating to or arising out of (a) your breach of this Agreement, (b) your use (or misuse) of our Services, (c) your Content, (d) the infringement by your Content or your account of someone else's intellectual property or other rights, (d) your violation of any law or the rights of a third party, or (e) if you are a Merchant, any claims related to products or items sold by you through our Services, including claims for misrepresentations by you to your Customers and claims for physical injury or property damage by any of your products or items that are warehoused for you by FAME DESIGN. We reserve the right to handle our legal defense however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy.

17. Governing Law

This Agreement, and all disputes and claims arising out of or in connection with this Agreement or its subject matter or formation including non-contractual disputes and claims, are governed by the laws of the English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Notwithstanding the aforementioned, nothing in this Agreement, including the aforementioned choice of law provision, affects your rights as an User living in the European Economic Area or Switzerland to rely on any mandatory provisions of the law of the country in which you are resident.

For Users in the European Union: Alternatively, you can [contact the consumer center in your country](#) or you can decide to access the platform for alternative extra-judicial resolution of disputes [provided by the European Commission](#).

18. Privacy and Personal Data Processing

FAME DESIGN collects your personal data to provide our Services. We are committed to protecting your personal data and privacy and our [Privacy Policy](#) details and explains how we are processing Site visitor and User personal information. By accepting this Agreement, you are also accepting and acknowledging our Privacy Policy.

If you are a Merchant and provide us with your customers' personal data, our [Data Processing Terms](#), which are incorporated in this Agreement by reference, apply.

19. General

No agency, partnership, joint venture, employee-employer, franchisor-franchisee relationship, etc. is intended or created by this Agreement.

FAME DESIGN will not be liable or responsible to you, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in FAME DESIGN's performance under this Agreement when such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, such as any fire; flood; earthquake; governmental action; war, invasion or hostilities; national emergency; explosion; terrorist threat or act; riot or other civil unrest; insurrection; epidemic; lockout, strike or other labor dispute (whether or not relating to our workforce); inability or delay in obtaining supplies; telecommunication breakdown; or power outage.

You represent that you have all necessary permits to grant us with Customer's personal data to fulfill this Agreement.

To ensure full customer support and a higher quality of service, FAME DESIGN can sign in to customers/users accounts as a customer according to FAME DESIGN's Privacy Policy.

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign this Agreement upon notice to you. Headings are for reference purposes only and do not limit the scope or extent of such sections. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement.

FAME DESIGN at its own discretion reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time, including the right to engage third party manufacturing services to perform any Services. If you are a User in the European Economic Area and such transfer or

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assignment may reduce your guarantees under this Agreement, then FAME DESIGN will ask for your permission beforehand.

If you have any questions about this Agreement, please email us at info@famedesign.shop.

