**Santa Fe Authentic LLC**

**Terms of Use**

**Last Revised: March 13th, 2019**

**AGREEMENT TO TERMS**

These Terms of Use constitute a legally binding agreement made between you (referred to herein as a “**User**” or, when referred to collectively with others, “**Users**”) and Santa Fe Authentic LLC (“**SFA**”, “**we**”, “**us**”, or “**our**”), concerning your use of our website and its e-commerce features, payment platform, and other features (the “**Site**”) and the opportunities we provide you to explore, review, and purchase the work of independent artists (collectively our “**Services**”). You agree that, by beginning or continuing to receive or make use of the Site and/or our Services, you have read, understood, and agree to be bound by these Terms of Use (the “**Terms**”), our Privacy Policy, and our Cookie Policy (collectively the “**User Agreement**”). If you do not agree with the User Agreement in its entirety, your only recourse is to forego or cease use of the Site and our Services.

The Site and our Services are intended for Users who are at least eighteen (18) years old. Persons under the age of eighteen (18) are not permitted to use the Site or our Services.

**CHANGES TO THESE TERMS**

We reserve the right, in our sole and absolute discretion, to change the Terms of Use or other components of the User Agreement under which your enjoyment of the Services is governed. The most current version of the User Agreement will supersede all previous versions. We encourage you to periodically review the Terms of Use and other User Agreement documents to stay informed of our most current policies.

**USER REGISTRATION & CONSENT FOR COMMUNICATIONS**

By creating a customer profile on or through the Site as a User, you agree that we may contact you by mail, phone, email, and/or text message, at our sole discretion. You may opt out of receiving text messages or update your communications preferences at any time by changing your preferences in your user profile on the Site or by emailing us at [Info@santafeauthentic.com](mailto:Info@santafeauthentic.com).

**SERVICES DESCRIPTION**

Santa Fe Authentic is committed to providing you and other Users with access to quality authentic products created by independent local artists. We contract with local artists who use our Site to sell these products directly to you, the Users. We provide a convenient checkout and payment platform to facilitate your purchase of these products. We remit your payments directly to the artists whose products we sell, and we provide your shipping information to those artists so that they can ship said products to you, thereby fulfilling your order.

**PRODUCTS DISCLAIMER**

We are providing you with access to the Site and our Services as a convenience and benefit to you. We do not make any representations, guarantees, or warranties as to the quality of any products you purchase on our Site, and, by using our Site and our Services, you are acknowledging and agreeing that we are not the designer, producer, manufacturer, or seller of any products listed on the Site.

**FEES AND PAYMENT**

You are responsible for paying for any product you choose to purchase. Payment shall be made at the time of purchase by credit card, debt card, or PayPal. Any credit or debit card payments shall be processed by our preferred payment processor, which is subject to change at any time, at our sole discretion.

**REFUND POLICY**

We offer full refunds for any orders made if such a refund is requested and can be reasonably processed before an order is fulfilled by an artist. Fulfillment occurs when an artist ships a purchased item. If your request for refund is not received in time for us to process it before your order is fulfilled, we may, in our sole and absolute discretion, approve or deny your request for a refund. If we grant your request for a refund, you must return any shipped items back to the artist from whom it was shipped before we will issue any refund.

**CHARGEBACK POLICY**

By purchasing a subscription or access to any of our content, you agree to communicate with us in a timely manner about any charges, fees, or other amounts invoiced to you or charged to your provided payment method which you believe are in error. You further agree not to seek a chargeback on any credit card payments already made to us. In the event that you initiate a chargeback, you agree that we may (and shall) initiate a chargeback fee of $100 in addition to any amounts incurred by us in collecting the amounts charged back.

**CUSTOMER SUPPORT**

You may obtain assistance with your use of the Site or with any purchase (or attempted purchase) by calling us at (505) 819-3643 or emailing us at [Info@santafeauthentic.com](mailto:Info@santafeauthentic.com).

**END USER LICENSE**

You are hereby granted a non-exclusive, non-transferable, revocable license to access and use the Site, with such license to be construed strictly in accordance with these Terms of Use. This license shall automatically expire in the event that your subscription lapses or following the expiration of any limited duration product you purchased. As a condition of your use of the Site or accessing the content contained thereon, you warrant to us 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 or their receipt of our Services. 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 on the Site, including, for example and without limitation, graphics, logos, or images pertaining to the products being sold, as well as the compilation thereof, and any software used on or in the Site, is the property of Santa Fe Authentic or its artists, vendors, subsidiaries, or affiliates and is 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 may 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 or in the Site. Our content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and you may not delete or alter any proprietary rights or attribution notices in any content. You may use protected content solely for your personal use and will make no other use of the content without the express written permission of us and of the copyright owner. You agree that you are not acquiring any ownership rights in any protected content by use of the Site. We do not grant you any licenses, express or implied, to the intellectual property of Santa Fe Authentic or our licensors except as expressly authorized by these Terms. You may not download or duplicate the content provided on the Site except as otherwise expressly permitted in these Terms.

This license may be revoked by us at any time and for any reason, including, for example and without limitation, for failure to abide by these Terms of Use.

**USER REPRESENTATIONS**

By using the Site, you represent and warrant that: (1) you are a resident of the United States; (2) you are eighteen (18) years of age or older; (3) all registration information you submit will be true, accurate, current, and complete; (4) you will maintain the accuracy of such information and promptly update such information as necessary; (4) you have the legal capacity and you agree to comply with these Terms of Use; (5) you will not use the Site through automated or non-human means, whether through a bot, script, or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any laws or regulations applicable to the legal jurisdiction(s) in which you reside.

We retain the right to suspend or terminate your account on the Site and refuse any and all current or future use of the Site or (or any portion thereof) at any time and for any reason.

**PRIVACY POLICY**

We at Santa Fe Authentic care about data privacy and security. Please review our Privacy Policy at [www.santafeauthentic.com/privacy-policy](http://www.santafeauthentic.com/privacy-policy). By using the Site and/or receiving or making use of the Services, you agree to be bound by our Privacy Policy and Cookie Policy, both of which are incorporated by reference into these Terms of Use.

**TERM AND TERMINATION**

These Terms of Use shall remain in full force and effect while you use the Site and the Services. Without limiting any other provision of these Terms of Use, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Site to any person for any reason or for no reason, including, for example and without limitation, for breach of any representation, warranty, or covenant contained in these Terms of Use or of any applicable law or regulation. We may terminate your use of or access to the Site or delete your customer account and any communication or information that you provided at any time, without warning, in our sole discretion.

If we terminate or suspend your customer account for any reason or otherwise notify you that you are denied access, you are prohibited from registering and creating a new customer account, whether under your real name or a pseudonym. Additionally, you may not create any customer accounts on behalf of any third parties. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including, for example and without limitation, pursuing civil, criminal, and injunctive remedies, in our sole and absolute discretion.

**MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to, in our sole and absolute discretion, change or modify the Site, our Services, or the terms under which you may use either, or to suspend or discontinue the Site and our Services at any time or for any reason, with or without notice to you. SFA shall not be liable for any damages, whether actual, consequential, or otherwise, caused by or resulting from discontinuance of the Site or our Services.

We cannot guarantee the Site will remain fully available without interruption. We may experience hardware, software, or other problems or need to perform routine maintenance on the Site, resulting in interruptions, delays, or errors. To the fullest extent provided by law, you agree that we have no liability whatsoever for any loss, damage, or injury you experience due to your inability to use the Site as intended. Nothing in these Terms of Use shall obligate or be construed as obligating us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

There are many factors outside of our control that may affect your experience with the Site or Services. To the fullest extent permitted by law, we disclaim all liability for any loss, damage, or injury you may experience resulting from any occurrence which results in the unavailability of the Site or our Services.

**GOVERNING LAW**

These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of the State of New Mexico, without regard to its conflicts of law principles.

**DISPUTE RESOLUTION**

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to or arising out of these Terms of Use, your use of the Site, and/or the relationship between us (each a "**Dispute**" and collectively the “**Disputes**”) brought by either you or us (individually a “**Party**” and collectively the “**Parties**”), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations shall commence upon written notice from one Party to the other.

Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. EACH PARTY WAIVES THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL AND/OR JOIN CLAIMS WITH THE CLAIMS OF ANOTHER THROUGH THE USE OF A CLASS ACTION, CLASS ARBITRATION, OR SIMILAR PROCEDURAL DEVICE. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**") and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes ("**AAA Consumer Rules**"), both of which are available at the AAA website ([www.adr.org](http://www.adr.org)). To the fullest extent permitted by law, your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Commercial Arbitration Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will provide a written decision along with their findings of fact and conclusions of law, if any. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in the State of New Mexico. Any judgment rendered through arbitration shall be binding upon the Parties and such judgment may be submitted to and entered in any court of competent jurisdiction.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the fullest extent permitted by law, (1) no arbitration shall be joined with any other proceeding; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party and (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use.

If this arbitration provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

**CORRECTIONS**

There may be information about the Site or the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information about the Site or the Services at any time, without prior notice.

**DISCLAIMER**

THE SITE AND OUR SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES, INCLUDING THE PURCHASE OF ANY PRODUCTS LISTED ON THE STIE, WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE, OUR SERVICES, YOUR USE THEREOF, AND ANY PRODUCTS YOU CHOOSE TO PURCHASE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USABILITY, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE’S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE OR OUR SERVICES, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR USE OF THE SITE OR OUR SERVICES OR FROM YOUR PURCHASE OR USE OF ANY PRODUCTS LISTED ON THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SITE OR OUR SERVICES, AND (7) ANY COMMUNICATIONS OR MATERIALS SENT TO YOU BY ANY OTHER USER OF THE SITE.

**LIMITATIONS OF LIABILITY**

To the fullest extent provided by law, in no event will we or our owners, directors, employees, agents, or vendors be liable to you or any third party, including other Users, for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the Site or our Services or from your purchase or use of any Products listed on the Site, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to us during the six (6) month period prior to any cause of action arising. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights.

**INDEMNIFICATION**

You agree to release, defend, indemnify, and hold SFA (including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees) harmless from and against any loss, damage, liability, claim, or demand, including reasonable attorneys’ fees and expenses, made by you or any third party, including other Users, due to or arising out of: (1) your use of the Site or enjoyment or receipt of the Services, including any intentional, negligent, or reckless misuse thereof; (2) your purchase or use of any products listed on the Site; (3) breach of these Terms of Use or any other agreement with us; (4) any breach of your representations and warranties set forth in these Terms of Use or other agreement with us; (5) your violation of the rights of a third party, including, for example and without limitation, intellectual property rights; (6) your failure to pay us or any third party (including other Users with whom you may separately contract) any amounts owed under these Terms of Use or any other agreement between you and such third party; or (7) any overt harmful act toward any other User with whom you connected, interacted, or engaged via the Site or Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

**FORCE MAJEURE**

Neither party shall be liable to the other for acts beyond its reasonable control including, for example and without limitation, acts of God, the acts or failure to act of any governmental authority, acts of civil or military authority, labor disputes, fires, wars, embargoes, epidemics, floods, unusually severe weather, or shortage or absence of power (including primary power and failure of backup systems).

**USER DATA**

We will maintain certain data that you transmit through use of the Site for the purpose of managing the performance of the Site or our current and future Services. Our collection, retention, use, and deletion of this and other data is described in greater detail in our Privacy Policy. Although we perform regular, routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

**ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

Creating an account on the Site, sending us emails, or completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, whether by email or SMS/MMS message, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

**MISCELLANEOUS**

These Terms of Use, our Privacy Policy, our Cookie Policy, and any other policies or operating rules provided by us to you in anticipation of providing the Services to you constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use or other policies and operating rules shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. Portions of these Terms of Use which by their nature would survive termination of the Site or our Services (e.g., disclaimers, limitations of liability, indemnification provisions) shall be deemed to survive any such termination. There exists no joint venture, partnership, employment, or other agency relationship created between you and us as a result of these Terms of Use, your use of the Site, or your enjoyment or receipt of the Services. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of physical signature by the parties hereto in order to execute these Terms of Use.

**CONTACT US**

For complaints, questions, or more general inquiries, you may contact us at:

Santa Fe Authentic LLC

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Albuquerque, NM 87102

Email: [Info@santafeauthentic.com](mailto:Info@santafeauthentic.com)

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Effective as of March 13th, 2019