

# Terms & Conditions

## Agreement between User and [www.sweetminkdesigns.com](http://www.sweetminkdesigns.com)

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[www.sweetminkdesigns.com](http://www.sweetminkdesigns.com) is an E-Commerce Site.

Custom made to order apparel, bags, chairs and tumblers.

## PRIVACY

Your use of [www.sweetminkdesigns.com](http://www.sweetminkdesigns.com) is subject to Sweet Mink Design’s Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

## ELECTRONIC COMMUNICATIONS

Visiting [www.sweetminkdesigns.com](http://www.sweetminkdesigns.com) or sending emails to Sweet Mink Designs 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 communication be in writing.

## YOUR ACCOUNT

If you use this site, 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. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Sweet Mink Designs is not responsible for third party access to your account that results from theft or misappropriation of your account. Sweet Mink Designs and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

## **CHILDREN UNDER EIGHTEEN**

Sweet Mink Designs does not knowingly collect, either online or offline, personal information from persons under the age of eighteen. If you are under 18, you may use [www.sweetminkdesigns.com](http://www.sweetminkdesigns.com) only with permission of a parent or guardian.

## **CANCELLATION/REFUND POLICY**

All items are custom crafted upon receipt of order. Please note that once an order is processed, we are unable to provide refunds or accept cancellations for any reason. Should any item be out of stock, Sweet Mink Designs will contact you to explore alternative options. If you wish to receive a refund rather than an alternative solution, Sweet Mink Designs will promptly process your request. Once items are shipped, any issues regarding lost or stolen packages will be the responsibility of UPS or USPS. Whichever shipping method was used.

## **LINKS to THIRD PARTY SITES/THIRD PARTY SERVICES**

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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 Sweet Mink Designs 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.

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## **INTERNATIONAL USERS**

The Service is controlled, operated and administered by Sweet Mink Designs from our offices within 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 Sweet Mink Designs Content accessed through [www.sweetminkdesigns.com](http://www.sweetminkdesigns.com) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

## **INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless Sweet Mink Designs, 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. Sweet Mink Designs 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 Sweet Mink Designs in asserting any available defenses.

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## **TERMINATION/ACCESS RESTRICTION**

Sweet Mink Designs reserves the right, in its sole discretion, to terminate 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

Commonwealth of Pennsylvania, and you hereby consent to the exclusive jurisdiction and venue of courts in Pennsylvania 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 Sweet Mink Designs as a result of this agreement or use of the Site. Sweet Mink Design's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Sweet Mink Design'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 Sweet Mink Designs 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 Sweet Mink Designs with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Sweet Mink Designs 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.

## **CHANGES TO TERMS**

Sweet Mink Designs reserves the right, in its sole discretion, to change the Terms under which [www.sweetminkdesigns.com](http://www.sweetminkdesigns.com) is offered. The most current version of the Terms will supersede all previous versions. Sweet Mink Designs encourages you to periodically review the Terms to stay informed of our updates.

## **CONTACT US**

Sweet Mink Designs welcomes your questions or comments regarding the Terms:

Sweet Mink Designs

Latrobe, PA 15650

[jen@sweetminkdesigns.com](mailto:jen@sweetminkdesigns.com)

EFFECTIVE AS OF JANUARY 1, 2025