

## TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of **thisandthatcraftsbyblake.com** (the "Site"). This Site is owned and operated by This and That Crafts by Blake, LLC. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

### Intellectual Property

All content published and made available on our Site is the property of This and That Crafts by Blake, LLC and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

### Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent; or
- Post any material that may be deemed inappropriate or offensive.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

### User Contributions

Users may post the following information on our Site:

- Photos; and
- Public comments.

By posting publicly on our Site, you agree not to act illegally or violate these Terms and Conditions.

### **Accounts**

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

### **Sale of Goods**

These Terms and Conditions govern the sale of goods available on our Site.

The following goods are available on our Site:

- Tumblers;
- Freshies;
- Tea Towels;
- Pens;
- T-Shirts;

- Totes;
- Snow Globe Cups;
- Door Hangers;
- Christmas ornaments; and
- Home Décor.

These Terms and Conditions apply to all the goods that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods we provide. You agree to purchase goods from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

### **User Goods and Services**

Our Site allows users to sell goods and services. We do not assume any responsibility for the goods and services users sell on our Site. We cannot guarantee the quality or accuracy of any goods and services sold by users on our Site. However, if we are made aware that a user is violating these Terms and Conditions, we reserve the right to suspend or prohibit the user from selling goods and services on our Site.

### **Payments**

We accept the following payment methods on our Site:

- Credit Card; and
- PayPal.

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

### **Shipping and Delivery**

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

- USPS Retail Ground  
Delivery in 2-8 business days for non-urgent and oversized packages (Zone restrictions may apply);
- USPS First-Class Mail Parcel  
Delivery in 1-3 business days for envelopes and small packages weighing up to 13 oz;
- USPS Priority Mail  
Delivery in 1, 2, or 3 business days; or
- USPS Priority Mail Express  
Overnight delivery to most U.S. locations.

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and statutory holidays.

You will be required to pay delivery charges in addition to the price for the goods you purchase.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

### **Consumer Protection Law**

Where any consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

### **Links to Other Websites**

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

### **Limitation of Liability**

This and That Crafts by Blake, LLC and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

### **Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless This and That Crafts by Blake, LLC and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

### **Applicable Law**

These Terms and Conditions are governed by the laws of the State of Florida.

### **Additional Terms**

- All sales are final.;
  
- All products sold are made, crafted, designed, assembled, and/ or fabricated by hand. Items may have small and minor defects.;

- Products are often made after the order is received. The production of an item may take up to 7 days before shipping.;
- Bulk orders (five or more of a single item) and customized orders may take up to 14 days to make before being shipped.; and
- Customers ordering 10 or more of a single item are encouraged to contact the company via email before placing the order. Once the owner and the customer agree on the manufacturing and shipping timeline, that customer will become the priority for goods made and shipped..

**Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

**Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

**Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

---

thisandthatcraftsbyblake@gmail.com

450 State Road 13 North, Suite 106, PMB 237, St Johns, FL 32259

You can also contact us through the feedback form available on our Site.

Effective Date: 21st day of February, 2022