

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of the Kokanee Clay Studio website (the "Site"). This Site is owned and operated by Kokanee Clay Studio, 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 while utilizing the Site.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

Intellectual Property

All content published and made available on our Site is the property of Kokanee Clay Studio, 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.

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 Services

These Terms and Conditions govern the purchasing of studio time, class registrations, memberships and services ("services") from our Site. Services purchased on the Site are to be paid for in full. These Terms and conditions apply to all services advertised on our Site at the time you access it. All information, descriptions, or images that we provide are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee accuracy. You agree that any purchases are at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary due to schedule changes, staffing shortages, insufficient enrollment, or customer behavior. If we cancel your order, the cancellation is not due to customer behavior, and we 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.

If we cancel a class due to inclement weather, circumstances beyond our control or Acts of God, we will post a notice on our website and we will reschedule the class. Refunds will not be offered.

If you, as the customer, withdraw from a class, requests for a refund or credit must be made in writing via email. Credits and refunds will be issued as follows:

1. Seven (7) days prior to the class start date – 90% refund or 100% credit;
2. Six (6) days prior to the start date and 7 days after the start date – 75% refund or 100% credit;
3. No refunds or credits after the first week of class.

Credits are good for 365 days after the date of issue and may be used towards the balance of future classes or workshops. Credits may not be used to purchase merchandise or supplies. Credits must be redeemed over the phone or in person.

You may transfer from one class to another at not additional fee, space permitting. If the registration cost of the class is more than the original class then you will be charged the balance, which is due at registration. Transfers are only permitted during the first 2 weeks of class.

Payments

We accept payment through a variety of payment methods on our Site.

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.

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.

Opt-in to Marketing

When you create an account, you may opt-in to our email and marketing lists. These lists will inform users of upcoming events, class registrations, and special events at Kokanee Clay Studio. Your information will not be shared or sold to third parties, unless it is necessary to operate this website.

Limitation of Liability

Kokanee Clay Studio, 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 Kokanee Clay Studio, 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 Washington.

Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and Kokanee Clay Studio, LLC are unable to resolve any dispute through informal discussion, then you and Kokanee Clay Studio, LLC agree to submit the issue before a mediator. The decision of the mediator will not be binding. Any mediator must be a neutral party acceptable to both you and Kokanee Clay Studio, LLC. The costs of any mediation will be shared equally.

Notwithstanding any other provision in these Terms and Conditions, Kokanee Clay Studio, LLC retains the right to bring an action in court and to bring an action for injunctive relief or intellectual property infringement. Users agree that should mediation fail, venue for any legal action is King County, Washington.

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 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 may 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:

14320 NE 21ST STREET SUITE 20
BELLEVUE, WA 98007-3756

You can also contact us through the “Contact Us” link available on our Site.

Effective Date: 11th day of August, 2022