

Terms of service

SHOP A.M. BOUTIQUE LLC

WEBSITE TERMS AND CONDITIONS/WEBSITE TERMS OF USE

THE INFORMATION CONTAINED HEREIN SETS FORTH YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE TRANSACTION(S) CONTEMPLATED FOR HEREBY AND YOUR USE OF THE SITE IN GENERAL. THESE TERMS REQUIRE THE USE OF ARBITRATION (ON AN INDIVIDUAL BASIS ONLY; I.E., CASE CONSOLIDATIONS AND CLASS-ACTIONS ARE NOT PERMITTED) IN ORDER TO RESOLVE DISPUTES. PLEASE REVIEW THIS DOCUMENT IN ITS ENTIRETY BEFORE ENTERING INTO ANY TRANSACTION HEREUNDER IN ORDER TO CONFIRM YOUR ACCEPTANCE HEREOF. YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE UNLESS AND UNTIL YOU: (A) AGREE TO THESE TERMS AND CONDITIONS IN THEIR ENTIRETY; (B) ARE AT LEAST 18 YEARS OLD; AND (C) ARE NOT PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS, OR SERVICES BY ANY APPLICABLE LAW, RULE, OR REGULATION.

1. Applicability of Terms and Conditions: These terms and conditions (these "Terms") shall apply to your purchase of products and related services through www.Shopamonline (the "Site") as well as your use of the Site, in general. These Terms are subject to change at any time without prior written notice by **Shop A.M. Boutique LLC** (referred to herein as either "Company," "we," "us," or "our"). The most recent version of these Terms shall be posted for your review at any time on the Site. Please review these Terms in their entirety prior to engaging in any transaction on the Site. Your continued use of the Site after any posting of updated Terms (which shall be dated as of their most recent update) shall constitute your acceptance of and agreement to any changes therein made. You should also review our Privacy Policy before placing an order for products through the Site. THIS SITE IS NOT INTENDED FOR ANYONE UNDER THE AGE OF EIGHTEEN (18).
2. Site Use and Content. You may view, copy or print pages from the Site solely for personal, non-commercial purposes. You may not otherwise use, modify,

copy, print, display, reproduce, distribute or publish any information from the Web Site without the express, prior, written consent of the Company.

3. Online Account Access. For certain features available through the Site, you are able to create a Shop A.M. Loyalty Program account ("User Account"). For self-enrollment, you must provide Account-specific information to authenticate yourself (i.e. Account owner name, address, email address, phone number, and password). We use reasonable precautions to protect the privacy of your User Account information. Accordingly, your UserID, password and User Account information are encrypted using an SSL connection and are not expected to be read in an intelligible form as they travel to the Web Site. You, however, are ultimately responsible for protecting your UserID, password and User Account information from disclosure to third parties, and you are not permitted to circumvent the use of required encryption technologies. You are required to take reasonable precautions to safeguard your UserID and password. You agree to never leave your computer unattended while using the Online Service and to always exit the Online Service by clicking on "Log Out." You also agree to immediately notify the Company of any unauthorized use of your UserID, password and/or User Account, or any other breach of security by notifying us via our www.Shopamonline - Contact Us. You are solely responsible for any activity that occurs with respect to your User Account and UserID. While we provide certain encryption technologies and use other reasonable precautions to protect your confidential information and provide suitable security, we do not and cannot guarantee or warrant that information transmitted through the Internet is secure, or that such transmissions are free from delay, error, interception or interruption.
4. Reliance by Company. You authorize the Company to rely on your UserID and password to identify you when you use your User Account, and as signature authorization for any payment made using the User Account. You acknowledge and agree that you are responsible for all payments you make using your User Account. You also acknowledge and agree that if you permit another person or persons to use the User Account or give them your UserID and/or password, you are responsible for any payment that person makes to your User Account, even if the person exceeds your authorization.
5. Termination of User Account. Company reserves the right to terminate your User Account for any reason including inactivity and at any time without notice to you. You have the right to terminate your use of the User Account by writing to the Company at the address provided at the end of these terms. Any termination of your use of the User Account, whether by you or the Company, will not affect any of your or the Company's rights and obligations

under these Terms that have arisen prior to the effective date of such termination.

6. Online Orders: When placing an order on our Site, you are effectively offering to purchase whatever products and services you select. We reserve the right to accept or reject any order in our own discretion. We will only accept or reject an order in its entirety. Should we elect to accept your offer, you will receive a confirming email at the email address that you provide at such time. Notwithstanding, we reserve the right to cancel any order once accepted by us (as evidenced by a confirming email) at any time in our sole discretion. Additionally, you have the option of cancelling your order (in its entirety only) at any time prior to our having sent to you the confirming email referenced herein.
7. Payment Terms: All applicable prices are set forth alongside the goods and services offered on the Site. They may differ from the prices offered elsewhere (online or offline) by us for the same goods and/or services. Such prices are subject to change at any time by us in our sole discretion. Additionally, to the extent that we offer a promotion in connection with any particular item, the terms of such offer shall be set forth in a separate document that shall govern its applicability (and, in the event of a conflict herewith, be considered the governing document). We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences. You will be responsible for the prices stated at the time of your transaction, as well as any: (i) sales, use, excise, and related taxes; and (ii) shipping and handling charges. Payment may only be made with a valid credit, debit card, or use of a bona-fide electronic payment provider (i.e., PayPal). By using any such card or payment provider, you are hereby representing and warranting your full right and authority to make such purchase in the manner elected without violating any applicable law, rule, or regulation.
8. Shipping Information: It is our responsibility to ship your accepted order to you at the address you provide when making the order. You will be responsible for all associated shipping & handling charges. While we agree to use reasonable efforts to meet the shipping and delivery dates provided online, we shall not be responsible for any delays in shipments. Title and risk of loss pass to you upon delivery.
9. Returns: Except for any products designated on the Site as final sale or non-refundable, if you, for any reason, are not satisfied with your order, you may return it for a full refund; provided: (i) the item(s) were not designated as non-returnable; (ii) your return is made within **thirty (30)** days of delivery; **and** (iii) the merchandise is returned in the same condition as

originally received by you. Once the goods are received by us, we will refund your purchase price, less the original shipping & handling. All returns must be made pursuant to the specific return procedure specifically set forth on the Site (which can be found at: www.Shopamonline – Return Policy). You are responsible for all shipping and handling costs on returned items, unless otherwise specified. You bear the risk of loss or damage during shipment (other than when returning non-conforming merchandise) and as such, you are advised to obtain appropriate insurance. Your refund will be credited back to the same payment method used to make the applicable purchase.

10. Privacy Policy and Website Terms of Use: We respect your privacy and are committed to protecting it. Our Privacy Policy [www.Shopamonline – [Policies/Privacy Policy](#)] governs the processing of all personal data collected from you in connection with your purchase of products or services through the Site.
11. Buyer Representations and Warranties. You represent and warrant to us as follows: (i) that you have the right to enter any transaction contemplated for hereby without violating these Terms, any applicable law, rule, or regulation, and/or any agreement with, or rights of, any third party; (ii) that you will use the goods and services provided hereunder exactly as authorized and never in any way that would violate any applicable law or third party right of any kind; and (iii)
12. **WARRANTY AND COMPANY’S DISCLAIMERS: We do not manufacture (or direct the manufacture of) any of the goods or services offered on our Site in any way. The availability on our Site of goods and services does not constitute an affiliation with or endorsement of any of the goods or services or their manufacturer. As such, subject to applicable law, we are providing the goods and services to you “as is” without express or implied warranties of any kind (including without limitation any: (i) warranty of merchantability; (ii) warranty of fitness for a particular purpose; (iii) warranty of title; or (iv) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage or trade, or otherwise).**
13. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUE OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. OUR SOLE AND EXCLUSIVE

LIABILITY FOR ANY REASON AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU TO US UNDER THESE TERMS FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED THROUGH THE SITE IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THIS LIMITATION OF LIABILITY SHALL NOT APPLY FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

14. Third Party Content.

1. COMPANY may provide hyperlinks to other web sites maintained by third parties, or COMPANY may provide third party content on the Site by framing or other methods. THE LINKS TO THIRD PARTY WEB SITES ARE PROVIDED FOR YOUR CONVENIENCE AND INFORMATION ONLY. THE CONTENT ON ANY LINKED WEB SITE IS NOT UNDER COMPANY'S CONTROL AND COMPANY IS NOT RESPONSIBLE FOR THE CONTENT OF LINKED WEB SITES, INCLUDING ANY FURTHER LINKS CONTAINED IN A THIRD PARTY WEB SITE. IF YOU DECIDE TO ACCESS ANY OF THE THIRD PARTY WEB SITES LINKED TO THE WEB SITE, YOU DO SO ENTIRELY AT YOUR OWN RISK.
2. If a third party links to the Site, it is not necessarily an indication of an endorsement, authorization, sponsorship, affiliation, joint venture or partnership by or with the Company. In most cases, the Company is not even aware that a third party has linked to the Web Site. A web site that links to the Site: (i) may link to, but not replicate, the Company's Content; (ii) may not create a browser, border environment or frame the Company's Content; (iii) may not imply that the Company is endorsing it or its products; (iv) may not misrepresent its relationship with the Company; (v) may not present false or misleading information about the Company's products or services; and (vi) should not include content that could be construed as distasteful, offensive or controversial, and should contain only Content that is appropriate for all age groups.

15. Copyright and Trademarks. The trademarks, service marks and logos used and displayed on the Site are the Company's, or its subsidiaries' or affiliates', registered and unregistered trademarks. The Company is the copyright owner or authorized licensee of all text and all graphics contained on the Site. All trademarks and service marks of the Company that may be referred to on the Site are the property of the Company. Other parties' trademarks and service marks that may be referred to on the Site are the property of their

respective owners. Nothing on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of the Company's trademarks or service marks without the Company's prior written permission. The Company aggressively enforces its intellectual property rights. Neither the name of the Company nor any of the Company's other trademarks, service marks or copyrighted materials may be used in any way, including, without limitation, in any advertising, hyperlink, publicity or promotional materials of any kind, whether relating to the Site or otherwise, without the Company's prior written permission. If you believe that any content on the Site violates any intellectual property right of yours, please contact the Company at the address, email address or telephone number set forth at the bottom of these Terms.

16. User Submissions. All comments, feedback, postcards, suggestions, ideas, images, photographs, video clips, audio clips, graphics, tags, data, materials, information and other submissions disclosed, submitted or offered to the Company or included with any hashtags or photo tags provided by the Company, on or by this Site or otherwise disclosed, submitted or offered in connection with your use of this Site (collectively, 'User Content') shall be and remain the Company's property. Such disclosure, submission or offer of any User Content shall constitute an assignment to the Company of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the User Content. Thus, the Company will own exclusively all such rights, titles and interests and shall not be limited in any way in its use or modifications to the submission, commercial or otherwise, of any User Content. The Company is not and shall not be under any obligation (1) to maintain any User Content in confidence; (2) to pay to user any compensation for any User Content; (3) to credit or acknowledge any user for User Content; or (4) to respond to any User Content. You agree that User Content submitted by you to the Site will not violate the rights of any third party, including copyright, trademark, privacy or other personal or proprietary right(s). You further agree that User Content submitted by you to the Site will not be and will not contain libelous or otherwise unlawful, abusive, obscene, or otherwise objectionable material in the Company's sole discretion. You are and shall remain solely responsible for any User Content you submit on the Site. You agree that the Company may use and/or disclose information about your demographics and use of the Site in any manner that does not reveal your identity. By participating in Site sweepstakes, contests, promotions, and/or requesting promotional information or product updates, you agree that the Company may use your information for marketing and promotional purposes.
17. Force Majeure. Company shall not be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control,

including without limitation, war, weather, strikes, floods, lockouts, fires, acts of God, terrorism, and/or delivery, vendor, supplier, or other third party delays, non-performance, or failures of any kind.

18. Third-Party Beneficiaries: These Terms are for your sole benefit and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
19. Assignment: Company may assign or otherwise transfer any or all of its rights or obligations hereunder, in whole or in part, to any third party in its sole discretion. You may not assign any of your rights or delegate any of your duties hereunder at any time without our prior written consent in each instance, and any attempt to do so shall be null and void.
20. Severability: In the event that any part or portion of these Terms is deemed to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

21. **Governing Law/Binding Arbitration**

1. Governing Law. The Site is operated from the United States of America. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the Commonwealth of **Kentucky** without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Kentucky or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Kentucky.
2. **Binding Arbitration. Subject to subsection (c) below and all applicable laws, you are agreeing to give up: (i) your right to litigate any claims that may arise hereunder in court or before a jury; and (ii) your right to consolidate any claim and/or participate in any class-action claim that may arise hereunder in any manner or forum. Instead, any claim, dispute, or controversy of any kind or nature arising hereunder which cannot be amicably resolved by us shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of one arbitrator sitting in Bowling Green, Kentucky. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the**

Commonwealth of Kentucky. The decision of the arbitrator shall be in writing with written findings of fact and shall be final and binding on the parties. Both parties shall bear their own costs in association with any arbitration; provided, however, that if we are the prevailing party, we shall be entitled to reimbursement of our costs and expenses in such Arbitration. With respect to any arbitration hereunder, as stated above, you hereby expressly waive any right to consolidate any claim and/or participate in any class-action claim of any kind or nature. This Section (21) provides your sole recourse for the settlement of any disputes arising out of, in connection with, or related to these Terms. If any provision of this clause is found unenforceable, such unenforceable provision will be removed and the remaining terms will be enforced.

3. Small-Claims Option: Notwithstanding the foregoing, you may elect to pursue a breach of warranty claim in small-claims court rather than submit to binding arbitration, but only if you provide us with written notice of your desire to do so within **60** days of your purchase transaction. Any small-claims court proceeding initiated hereunder will be limited solely to your individual dispute; i.e., you are not permitted to file, or participate in, a class action suit in small-claims court with respect to these Terms.

4.

22. No Waivers: The failure by us to enforce any right or provision of these Terms shall not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision shall be effective only if in writing and signed by a duly authorized representative of Shop A.M. Boutique, LLC.

23. Notices

1. To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide; (ii) regular mail to the address you provide; or (iii) by posting to the Site. Notices sent by email will be effective when we send the email, notices sent by regular mail shall be effective THREE (3) days after the notice is sent and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.
2. To Us. To give us notice under these Terms, you shall contact us as follows: (i) by electronic mail to <http://www.shopamboutique.com> or (ii) by personal delivery, overnight courier, or registered or certified mail Shop A.M. Boutique, LLC, 28123 Newbird Drive, Santa Clarita, CA 91350]. We may update the email address and address for notices to us by posting a notice on the Site. Notices provided by personal

delivery shall be effective immediately. Notices provided by electronic mail shall be effective one business day after they are sent. Notices provided by registered or certified mail shall be effective three business days after they are sent.

3. Entire Agreement: These Terms, along with the confirmation email referenced in Section (3) above, any instructions that we provide you with relating to any product or service you obtain from us through the Site, any terms and conditions that may be provided in connection with any promotion or other sale, and our Site's 'Privacy Policy shall, collectively, be deemed a final and integrated agreement between you and us with respect to the subject matter hereof.

YOUR CONSENT TO THIS AGREEMENT

By accessing and using the Site, you consent to and agree to be bound by the terms of the foregoing Terms. If we decide to change these Terms, we will make an effort to post those changes on the Site so that you will always be able to understand the terms and conditions that apply to your use of the Site and/or the User Account. Your use of the Site and/or the User Account following any amendment of these Terms will signify your assent to and acceptance of its revised terms.

If you have additional questions or comments of any kind, or if you see anything on the Web Site that you think is inappropriate, please let us know by sending your comments to:

Shop A.M. Boutique, LLC

www.Shopamonline