

# Terms and Conditions

## **Agreement between User and www.robortafreydesigns.com**

Welcome to www.robortafreydesigns.com. The www.robortafreydesigns.com website (the "Site") is comprised of various web pages operated by Roberta Frey Designs, LLC ("Roberta Frey"). www.robortafreydesigns.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.robortafreydesigns.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

www.robortafreydesigns.com is an E-Commerce Site.

Roberta Frey Designs website will showcase a bridal gown gallery of bridal gowns that are currently for sale, and also custom gown options. Photographs from Roberta Frey's portfolio will be visible for visitors to see.

## **Privacy**

Your use of www.robortafreydesigns.com is subject to Roberta Frey'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.robortafreydesigns.com or sending emails to Roberta Frey 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 communications be in writing.

## **Children Under Thirteen**

Roberta Frey does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.robortafreydesigns.com only with permission of a parent or guardian.

## **Cancellation/Refund Policy**

Once deposit for gown has been given, no refunds or cancellations will be accepted. Because of the nature of our custom and couture gowns, no returns are accepted.

## **Links to Third Party Sites/Third Party Services**

www.robortafreydesigns.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Roberta Frey and Roberta Frey is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Roberta Frey is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Roberta Frey of the site or any association with its operators.

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### **No Unlawful or Prohibited Use/Intellectual Property**

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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 Roberta Frey 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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### **Third Party Accounts**

You will be able to connect your Roberta Frey account to third party accounts. By connecting your Roberta Frey account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

### **International Users**

The Service is controlled, operated and administered by Roberta Frey from our offices within the 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 Roberta Frey Content accessed through [www.robortafreydesigns.com](http://www.robortafreydesigns.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 Roberta Frey, 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. Roberta Frey 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 Roberta Frey in asserting any available defenses.

### **Liability Disclaimer**

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ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

### **Termination/Access Restriction**

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

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

### **Contact Us**

Roberta Frey welcomes your questions or comments regarding the Terms:

Roberta Frey Designs, LLC

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Effective as of June 05, 2017