

General Terms of Use

“Terms and Conditions”

Last Modified: February 7, 2024

Des Paige Artistry, (“Company”, “we,” “us” or “our”) provides web design, graphic design and related services to aspiring and continuing businesses. We provide the opportunity to purchase handmade art products for anyone who resonated with them.

These Terms of Use govern and apply to all persons who access or use (“User,” “you” or “your”) our services, consisting of the website www.despaigeartistry.com (the “Website”), including any software, features, content, functionality, or other services offered thereon, whether as a guest, registered user, or buyer (collectively the “Services”).

Please read our Terms of Use and Privacy Policy before using any of our Services.

By accessing, installing, or otherwise using any of the Services, you acknowledge that you have read the following terms and conditions, understand them, and agree to be bound and abide by them, together with any documents they expressly incorporate by reference (collectively, the “Terms”). If you do not agree to all of these Terms, you must not access or use the Services.

You must be at least 18 years of age or older, to use the Services. By purchasing any products offered by us or using the Services, you represent and warrant that you are 18 years of age or older and can enter into legally binding agreements under applicable law. If you do not meet these requirements, you must not access or use the Services. If you allow any minors under the age of 18 to access or use the Services, you shall be solely responsible for their uses of the Services, and you shall indemnify us against any losses, claims or damages that may result.

Changes to These Terms

We may revise and update these Terms from time to time in our sole discretion. We shall notify you when such changes are made, and all changes are effective immediately when we post them. Any changes to the Dispute Resolution provisions will not apply to any disputes for which the parties have actual notice prior to the date the change is posted. Your continued use of the Services following the posting of revised Terms means that you accept and agree to the changes. You are expected to check the Terms page from time to time so you are aware of any changes, as they are binding on you.

Changes to the Services and Offerings

We reserve the right to withdraw or amend the Services, and any service or material we provide through the Services, in our sole discretion without notice. We may discontinue some or all of the Services, features or functionality for certain platforms at any time. We will not be liable if, for any reason, all or any part of the Services are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or all of the Services, to users, including registered users. We may update content on the Services from time to time, but any of the content on the Services may be out of date at any given time, and we are under no obligation to update such content. Des Paige Artistry, ("Company", "we," "us" or "our") provides web design, graphic design and related services to aspiring and continuing businesses. We provide the opportunity to purchase handmade art products for anyone who resonated with them. These Terms of Use govern and apply to all persons who access or use ("User," "you" or "your") our services, consisting of the website www.despaigeartistry.com (the "Website"), including any software, features, content, functionality, or other services offered thereon, whether as a guest, registered user, or buyer (collectively the "Services").

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You must be at least 18 years of age or older, to use the Services. By purchasing any products offered by us or using the Services, you represent and warrant that you are 18 years of age or older and can enter into legally binding agreements under applicable law. If you do not meet these requirements, you must not access or use the Services. If you allow any minors under the age of 18 to access or use the Services, you shall be solely responsible for their uses of the Services, and you shall indemnify us against any losses, claims or damages that may result.

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Legal and Financial Disclaimer

You understand and agree that this website and our products, programs, shop, and services are intended to provide information, education, and recreational entertainment as defined through various art means. The information provided is not business, financial, or legal advice.

You should consult with an attorney, accountant, and/or financial advisor in your area who understands your particular business and financial situation so that you can take the right steps for you and your business.

Earnings Disclaimer

You understand and agree that this website and our products, programs, shop, and services are intended to provide general information, education, and creative direction to assist you in attaining your goals.

You understand and agree that your success depends entirely on your business experience, motivation, and individual capacity. We make no guarantees of any kind as to your earnings and income from the use of our Services.

No Warranty or Liability

The information provided on www.despaigeartistry.com is believed accurate when made. However, we do not warrant or represent that such information is or will always be current, accurate, and/or complete.

You agree that we are not responsible for the accuracy of our website or for any errors or omissions in its content or in our products and/or services purchased therefrom or via materials requested through email.

THE INFORMATION IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

YOU AGREE THAT DESTINY PAIGE “DES PAIGE” PINDELL AND DESPAIGEARTISTRY.COM ARE NOT LIABLE TO YOU OR OTHERS IN ANY WAY FOR DAMAGES OF ANY KIND ARISING FROM THE USE OF OUR WEBSITE OR ITS CONTENT, OR PRODUCTS, SHOP, AND/OR SERVICES PURCHASED THEREFROM, OR VIA MATERIALS REQUESTED THROUGH EMAIL, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, AND/OR SPECIAL DAMAGES.

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DESTINY PAIGE “DES PAIGE” PINDELL AND DESPAIGEARTISTRY.COM CUMULATIVE LIABILITY FOR ANY LOSS OR DAMAGE TO YOU OR OTHERS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED \$100.00 (USD).

We expressly exclude any liability to the fullest extent of the law.

By using our website and its content or purchasing a service and/or product from our website or the shop or requesting materials via email, you agree to this limitation of liability and release DESTINY PAIGE “DES PAIGE” PINDELL AND DESPAIGEARTISTRY.COM from any and all claims.

Non-Compete Clause

When signing up for services, you agree that you are not able to teach, recreate, or sell any of the information, resources, intellectual property, or frameworks in which we have taught you in our programs or through guidance. This includes all of the products at Des Paige Artistry Shop and the contents that are contained inside of them. You agree that you will not launch a competing product for a period of five (5) years from the date in which you've agreed to these terms. While we understand that you are entitled to share your story, and we hope that you do, it is a breach of this agreement to do so after going through our programs and services and launching a competing program with us for five (5) years from the date you've agreed to these terms.

Indemnification

You agree at all times to defend, hold harmless, and indemnify DESTINY PAIGE “DES PAIGE” PINDELL AND DESPAIGEARTISTRY.COM and any affiliates, agents, or other party associated

with DESTINY PAIGE “DES PAIGE” PINDELL AND DESPAIGEARTISTRY.COM from any cause of action, lawsuits, judgments, including attorney’s fees and costs, arising from your use of our website or its content, or products and/or services purchased therefrom, or via materials requested through email, as well as any third-party claims of any kind arising from your actions in relation to our website.

Should we be required to defend ourselves in any action directly or indirectly involving you, you agree to provide any documents, testimony, evidence, or other information we deem useful to us free of charge.

Intellectual Property Protection and Personal Use

The Services and its entire contents, materials, features, and functionality contained on our Website, including, but not limited to, information, website copy, products (including shop products, art, e-courses, libraries, e-books, and pdf document downloads), programs, videos, photos, images, graphics, domains, designs, and other files, are the proprietary property of DESTINY PAIGE “DES PAIGE” PINDELL AND DESPAIGEARTISTRY.COM and are protected by United States intellectual property rights (the “Intellectual Property”). You may not use any such Intellectual Property without our express authorization and in accordance with these Terms.

Des Paige grants you a single non-exclusive, non-transferable, non-sublicensable, license to download, view, copy, and/or print any products you purchase from DESTINY PAIGE “DES PAIGE” PINDELL AND DESPAIGEARTISTRY.COM or materials requested via email solely for your personal, non-commercial use [with respect to your business] for all shop products and direct creative materials, unless specific terms associated with those products and services are granted by the Company separately. You may not share the contents of any product or the product itself with any third-party organizations or others.

Upon the termination of this license, you shall delete and/or destroy all downloaded and/or printed copies of the materials from despaigeartistry.com obtained therefrom.

You agree that you will not use the contents, materials, ideas, designs, or any form of intellectual property in any products and/or e-courses you purchase from DESTINY PAIGE “DES PAIGE” PINDELL AND DESPAIGEARTISTRY.COM to create a competing product. This is included but not limited to any and all resources for Small Business Owners, and or skills or resources to help business owners scale their business using what we teach, advise, or share. This is included but is not limited to any of our e-learning products, templates, business resources, or creative intellectual property.

You agree that all intellectual property, including but not limited to the strategy in which we teach, creative content in which we provide, or teaching methods in which we teach are all owned by Des Paige Artistry and its subsidiaries. You are agreeing that you will not share access

to our programs, or create conflicting or competing products or service offerings to your audience, for five (5) years. All intellectual property will be protected by the Intellectual Property Act and if this agreement is breached, Des Paige Artistry does reserve the right to litigation in which Des Paige Artistry is not liable for financial costs incurred in New Hanover County, North Carolina.

Use of the materials from DESTINY PAIGE "DES PAIGE" PINDELL AND DESPAIGEARTISTRY.COM, including, but not limited to, any product you purchase, and/or materials requested via email, for any commercial use, copying, republication, distribution, transfer, performance, display, or reproduction other than as indicated above, is strictly prohibited.

You agree that you will not use our Website, products (including e-courses), programs, documents, videos, photos, graphics, designs, and other files in any manner that constitutes an infringement of our intellectual property rights. Unauthorized use constitutes theft and we reserve the right to prosecute theft to the fullest extent of the law.

Your License to Us

When you submit any post, comment, image, or other content that you upload, publish, or display on or through our website ("User Content"), you grant to us a perpetual, non-exclusive, irrevocable, royalty-free worldwide license to copy, reproduce, distribute, transfer, display, perform, and create derivative works from any such User Content in any and all media or formats for advertising and marketing or any other lawful purposes. This applies but is not limited to content on our website and our shop.

You retain the right to remove your User Content at any time, for questions or if you wish for us to remove content featuring you, please email despaigeartistry@gmail.com.

If you remove your User Content, we shall retain the license to the extent that any User Content has been incorporated into our advertising and/or marketing or on our content sites.

User Limitations

You agree that you will not post, transmit, upload, or otherwise make available any User Content that is harmful, threatening, defamatory, unlawful, abusive, harassing, obscene, vulgar, hateful, or otherwise objectionable. You further agree not to infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.

You agree to use this website and our products, programs, shop and services for lawful purposes only.

Testimonials

Our website may feature testimonials. They are examples from past clients. While these testimonials are accurate and honest portrayals of actual clients or customers sharing their opinions about our website, products, and/or services, they are not a guarantee that all clients or customers will have the same, similar, or better experience.

No Formal Endorsements

Any reference or link to any other companies, events, services, or products, on our website, blog, or in our emails does not guarantee your success and/or satisfaction with and is not an endorsement of said companies, events, services, or products.

You understand and agree that you must use your own judgment to determine whether any other companies, events, services, or products would be beneficial to you and/or your business.

You agree that we shall have no liability should you choose to make a purchase from any referenced company, event, service, or product and become dissatisfied. You agree to indemnify and hold us harmless should this occur.

Affiliate Disclosure

DESTINY PAIGE “DES PAIGE” PINDELL AND DESPAIGEARTISTRY.COM is an affiliate of multiple third-party organizations and will provide a link from time to time to their products. You won't pay a penny more, but Des Paige and despaigeartistry.com will receive a small commission that helps sustain our small business efforts.

You understand and agree that you must use your own judgment to determine whether to make a purchase using an affiliate link. You agree that we shall have no liability should you choose to make a purchase from an affiliate link and become dissatisfied. You agree to indemnify and hold us harmless should this occur.

Third-Party Links

From time to time, we may provide a link to a third-party website. These links are provided for your education and information only and are not an endorsement by the Company. If you use those links, you leave our website.

You agree that DESTINY PAIGE “DES PAIGE” PINDELL AND DESPAIGEARTISTRY.COM are not responsible for the content, availability, or accuracy of other websites that may be linked to our website. We make no warranty of any kind, whether express or implied, regarding third-party content, availability, or accuracy.

By clicking on a link to a third-party website, you agree that you are doing so of your own discretion, volition, and at your own risk. You agree that Des Paige Artistry and despaigeartistry.com are not liable for any damage or loss caused by your access to or use of information, materials, products, or services contained on and/or purchased from any linked third-party website.

By clicking on a link to a third-party website, you may allow third parties to collect and/or share your personal information. The privacy policies and terms and conditions on those third-party websites may differ from our Website's. You are encouraged to read the privacy policies and terms and conditions of every linked third-party website that you visit.

Payments

You have the right to pay for any of our products or services in full, including all e-learning courses, website templates, web design, graphic design, or related products, shop products, or online business resources. If you choose to pay using a payment plan provided by the Company using Square and Shopify as a third-party payment option, you agree to pay each payment on time and in the full amount.

If paying by debit card or credit card, you give us permission to automatically charge your credit or debit card for all fees and charges due and payable to the Company, without any additional authorization, for which you will receive an electronic receipt. You also agree that the Company is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services).

Payment Plans:

If You elect for the payment plan, You hereby authorize the Company to charge your credit card or debit card automatically according to the terms set forth in the installment plan details shown at checkout.

No matter what is stated in these terms, you understand that you are agreeing to the price and payment structure in which you agreed upon during the time of purchase.

Regarding recurring payments and outstanding invoices: If all payment methods we have on file for you are declined for payment of your monthly fee, you must provide a new payment method promptly or your purchased services will be terminated. If you have a credit card change or expire, please reach out to despaigeartistry@gmail.com and we will help you update it!

You are required by law to complete the remaining payments of your payment plan and you authorize us (without notice to you, unless required by applicable law) to collect any and all outstanding payments, using any eligible payment method we have on record for your account. You understand that if you choose to pay for our products and or services using a payment plan, you understand that you are fully liable for all payments agreed upon. If a payment is missed, we will re-try the payment method three times before sending the debt to a collections agency of our choosing. We will always contact you via email before doing so. It is understood by both parties that if a third-party debt collections agency is needed to retrieve payments, an additional 30% will be added to the remaining balance owed if inside of the United States, and 35% will be added if outside of the United States to pay for the Debt Collection Services and all applicable legal fees associated with the debt retrieval. Upon your first missed payment, you will be immediately removed from all services and resources purchased. Continuing to use the resources or creative content we've provided after this, with failure to pay either us, or our third-party debt collector will be looked at as theft in the United States.

In the case of this happening, you authorize us to share the agreed-upon terms you agreed to at the point of purchase, your IP address, your phone number, your email address, and any and all applicable information for them to retrieve the debt. Once submitted to a third-party collections agency, you understand that it will not be us reaching out to you, and instead a third-party mediator.

Sale Pricing and Failed Payments:

If we choose to do a sale or "flash sale," "beta offer", "discount", or "seconds sale", you agree that you are responsible for all payments in which you have agreed, even if they are a different and lesser amount than here listed.

Payments are made through Square and Shopify, and if a payment fails, it will be tried again three times with the payment method provided. If the payment has still not been processed after the three attempts and is more than 30 days late, all remaining payments will be sent to a collections agency of our choosing to gather all remaining payments with an additional 30% added (35% will be added if outside of the USA) to the balance to pay for their fees. Our payment processors will try your payment method three times before we reach out via email, and then send it to a collections agency. This is our last resort measure.

DESTINY PAIGE "DES PAIGE" PINDELL AND DESPAIGEARTISTRY.COM is not responsible for overdraft fees, late payment fees for your bank, or any other financial setback caused by your inability to pay your payment on time. If you're unable to commit to the entire payment plan, this product and investment is not for you.

If payment is not fulfilled, you will be immediately removed from any creative content, not receive physical art, and have any creative content shared with you and created by the Company withdrawn.

If this happens, and you pay the payment and want to resume your services, please contact our team at despaigeartistry@gmail.com

You understand and agree that you are financially responsible for all purchases made by you or a third-party acting on your behalf.

All of the personal information that you provide as part of the purchase process for any product or service on our website may be collected by both us and our third-party payment processing providers. This includes but is not limited to, name, email address, billing information, and credit card number. Please read our Privacy Policy with respect to how we handle your personal information.

Refunds- Shop

Due to the nature of the Services provided and the extensive time and effort that goes into the product(s) and/or program(s), we offer no refunds, and there is no refund policy whatsoever for any and all of the products offered within the Shop. If you have questions about our refund policy, please email despaigeartistry@gmail.com.

We do not tolerate or accept any type of chargeback from your credit card company.

Refunds- Services and Resources, all others

Refund policies are set in place in accordance with the length of your contract for services purchased. Timelines and notifications required are as follows:

Services on a four (4) week timeline or less:

Due to the nature of the Services provided and the extensive time and effort that goes into the product(s) and/or program(s) within a short turnaround period, as identified as one (1) calendar month or four (4) weeks, we offer no refunds, and there is no refund policy whatsoever for any and all of the services that run a timeline of less than four (4) weeks, and includes but is not limited to branding packages and content creation services. If you have questions about our refund policy, please email despaigeartistry@gmail.com.

Services on a four (4) week timeline or more:

Due to the nature of the Services provided and the extensive time and effort that goes into the product(s) and/or program(s) within a longer project period, as identified as one (1) calendar month or four (4) weeks and longer, we offer no refunds on the initial deposit. The refund policy for

existing payments requires that fifty percent (50%) of the initial payment (deposit amount) was taken successfully, and that you notify the Company in writing or via email two (2) weeks before the next payment installation, or the next project check-in date, whichever comes first. There is no refund policy and after receiving proper notification, any future payments will be canceled. Terminating a contract is considered breaching contract and you acknowledge that you will not be able to hire DESTINY PAIGE "DES PAIGE" PINDELL AND DESPAIGEARTISTRY.COM again for services or use resources and forfeit all creative direction and contents supplied thus far back to Des Paige Artistry. If you terminate a contract and are found using any content created by DESTINY PAIGE "DES PAIGE" PINDELL AND DESPAIGEARTISTRY.COM, it is considered theft within the United States and you are subject to legal liability for theft to the full extent of the law. If you have questions about our refund policy, please email despaigeartistry@gmail.com.

Termination

Terminating a contract is considered breaching contract and you acknowledge that you will not be able to hire DESTINY PAIGE "DES PAIGE" PINDELL AND DESPAIGEARTISTRY.COM again for services or use resources in the future that are not actively listed to the public and forfeit all creative direction and contents supplied thus far back to Des Paige Artistry. In case of termination, Des Paige Artistry is allowed to re-use content originally supplied to you for any and all personal use. If you terminate a contract and are found using any content created by DESTINY PAIGE "DES PAIGE" PINDELL AND DESPAIGEARTISTRY.COM, it is considered theft within the United States and you are subject to legal liability for theft to the full extent of the law. If you have questions about our refund policy, please email despaigeartistry@gmail.com.