# Terms and Conditions

Welcome to the Christian Creations websites, available at "christiancreations.com". The site is owned and operated by Keri Barton, Inc. Please read these Terms of Use carefully before using the site. By accessing or using the site in any way, including, without limitation, browsing the site, using any information, placing an order, and/or submitting your personal information to Keri Barton, you agree to and are bound by the terms, conditions, policies and notices contained in these Terms of Use (these "Terms"), including but not limited to conducting this transaction electronically, disclaimers of warranties, damage and remedy exclusions and limitations, and a choice of Ohio law. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE THIS SITE.

We want you to be happy with any purchase you may make through the Site. If you are not satisfied with any item, for any reason please let us know so we can do our best to resolve the issue to your satisfaction.

#### 1. Site Content

- 1. The Sites contain copyrighted materials, trademarks, service marks, logos, trade dress and other proprietary content, including but not limited to text, software, sound, photographs, buttons, images, video and graphics (the "Content"), and the entire selection, coordination, arrangement and "look and feel" of each Site and the Content are copyrighted as a collective work under United States copyright laws (collectively, "Intellectual Property Rights"). You are only permitted to use the Content as expressly authorized herein or in writing by Keri Barton. Neither these Terms nor your use of the Site transfers any right, title or interest in the Site or the Content to you, and Keri Barton and its third party licensors retain all of its and their respective Intellectual Property Rights in and to the Site and Content.
- 2. Except as provided in these Terms, you may not use, modify, republish, frame, print, display, reproduce, license, transfer, sell, assign, post, transmit, distribute, reverse engineer, create derivative works from, or otherwise exploit any Content or information from the Site, in whole or in part, without the express written permission of Keri Barton. Requests for such permission should be made to Christian Creations at keri@christiancreations.com.

3. The Site is available worldwide to anyone with Internet access. However, the Site may not be continuously available due to maintenance or repairs or due to computer problems or crashes, disruption in Internet service or other unforeseen circumstances. The Site, including any advertising content, are intended for use and display only where their use and display are permissible in accordance with applicable laws and regulations. Further, a reference to a product or service on the Site does not imply that such product or service is or will be available in your location.

## 2. User Conduct

By using this Site, including all Content and services available through it, you agree that you shall not:

- 1. delete, modify, hack or attempt to change or alter any of the Content on the Site:
- 2. use any device, software or routine intended to damage or otherwise interfere with the proper functioning of the Site or servers or networks connected to the Site, or take any other action that interferes with other parties' use of the Site;
- 3. use any robot, spider or other automatic or manual device or process for the purpose of harvesting or compiling information on the Site for purposes other than for a generally available search engine;
- 4. use any Keri Barton's names, service marks, or trademarks without our prior written consent, including without limitation as metatags, search engine keywords, or hidden text;
- use any material or information, including images or photographs, which are made available through the Site in any manner that infringes any copyright, trademark, patent, trade secret or other proprietary right of any party;
- 6. upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- 7. create a false identity for the purpose of misleading others;
- 8. provide false information on your account registration form, or impersonate someone else;
- 9. publish, post, upload, distribute or disseminate any inappropriate, profane, obscene, indecent or unlawful topic, name, material or information; or

10. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of any third party.

### 3. Permissible Use

Except as indicated to the contrary elsewhere on the Site, you may view, copy, retransmit and print the Content available on the Site subject to the following conditions:

- 1. the Content is used solely for personal, non-commercial informational purposes;
- 2. the Content is not provided, sold, licensed or leased (nor is access provided to the Content) for any fee or other consideration;
- 3. all copyright, trademark and other proprietary rights notices included in the Content as presented on the relevant Site appear on all copies;
- 4. the Content is not modified or altered in any way; and
- 5. no graphics are used separately from accompanying text.

# 4. Order Acceptance

The Site may provide an invitation for you to make us an offer to buy the items described. When you submit an order it constitutes an offer to us, which we accept only by shipping the item(s) ordered. Internet orders generate an automatic order confirmation email. These automatic order confirmation emails do not constitute our acceptance of the offer, and we reserve the right, at our sole discretion, to refuse or cancel any order for any reason. For your convenience, you will not be charged until your payment method is authorized, the order information is verified for accuracy, and your order is shipped. Some situations that may result in your order being cancelled include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or problems identified regarding your credit information. We also may require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is cancelled or if additional information is required to accept your order. If your order is cancelled after your credit card has been charged, we will issue a credit to your credit card in the amount of the charge.

# 5. Return Policy

If you have purchased any products through the Site and are not **completely satisfied** with your purchase, you may return any such items to Keri Barton within thirty (30) days of purchase for an exchange, credit or full refund. After thirty (30) days, you may return any such items for an exchange of items or store credit for the purchase price with the original receipt.

A returned item must be in the same condition in which it was sold (with the exception of manufacturer's defects) and accompanied by a receipt of purchase. P. Keri Barton does not accept the return of products that have been damaged or soiled. **Custom items, such as laser engraved items, are also non-returnable,** unless there is damage to or a defect in the product, in which case Keri Barton will provide a replacement of the item you ordered.

### 6. Modifications to Terms

P. Keri Barton may change these Terms from time to time. Please review these Terms periodically for any updates or changes. Your continued use of the Site following the posting of any updates or changes to these Terms means that you accept and agree to the updates and changes. If you object to any provision of these Terms or any subsequent modifications to these Terms, please contact us at keri@christiancreations.com.

## 7. Contact Information

#### E-mail:

keri@christiancreations.com

## Telephone:

970-580-4583 or 970-522-7438

#### Address:

19250 Chambers Drive Sterling, CO 80751