

Terms and Conditions

Agreement between User and www.all-things-noteworthy.com

Welcome to www.all-things-noteworthy.com. The www.all-things-noteworthy.com website (the "Site") is comprised of various web pages operated by All Things Noteworthy LLC ("All Things Noteworthy"). www.all-things-noteworthy.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.all-things-noteworthy.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

www.all-things-noteworthy.com is an E-Commerce Site.

Sale of stationery items, including but not limited to notecards, greeting cards, notebooks, curated stationery boxes, wax seals and stationery accessories. These products sold are either digitally drawn by hand or traditionally hand-drawn and hand-painted in small batches providing an elevated stationery experience with unique, one-of-a-kind art and stationery items.

Privacy

Your use of www.all-things-noteworthy.com is subject to All Things Noteworthy'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.all-things-noteworthy.com or sending emails to All Things Noteworthy 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

All Things Noteworthy 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.all-things-noteworthy.com only with permission of a parent or guardian.

Cancellation/Refund Policy

You may return any printed stationery products ordered from the All-Things-Noteworthy.com website within 15 calendar days after the date of delivery for store credit. Hand-painted and custom stationery products are non-refundable and cannot be exchanged. The item(s) must be unused and unopened, in the original packaging and accompanied by a Return Authorization Number (RMA).

Please reach out to the customer service team at info@All-Things-Noteworthy.com to request your RMA before anything is shipped back. Returns without an RMA will be returned to shipper.

The original shipping and handling charges are not refundable.

Please mail your package in a prepaid, traceable method to the address below. Be sure to keep your return tracking information until the return and store credit have been processed:

All Things Noteworthy
224 West 35th Street
Ste. 500 #209
New York, NY 10001

For any further information, please contact our customer service team by e-mail Monday to Friday 9am to 5pm.

Links to Third Party Sites/Third Party Services

www.all-things-noteworthy.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of All Things Noteworthy and All Things Noteworthy 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. All Things Noteworthy is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by All Things Noteworthy of the site or any association with its operators.

Certain services made available via www.all-things-noteworthy.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the www.all-things-noteworthy.com domain, you hereby acknowledge and consent that All Things Noteworthy may share such information and data with any third party with whom All Things Noteworthy has a contractual relationship to provide the requested product, service or functionality on behalf of www.all-things-noteworthy.com users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use www.all-things-noteworthy.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to All Things Noteworthy that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

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 All Things Noteworthy 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.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. All Things Noteworthy content is not for resale. Your use of the Site does not entitle you to

make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of All Things Noteworthy and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of All Things Noteworthy or our licensors except as expressly authorized by these Terms.

Third Party Accounts

You will be able to connect your All Things Noteworthy account to third party accounts. By connecting your All Things Noteworthy 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 All Things Noteworthy 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 All Things Noteworthy Content accessed through www.all-things-noteworthy.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 All Things Noteworthy, 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. All Things Noteworthy 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 All Things Noteworthy in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and

enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and All Things Noteworthy agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. ALL THINGS NOTEWORTHY LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

ALL THINGS NOTEWORTHY LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. ALL THINGS NOTEWORTHY LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ALL THINGS NOTEWORTHY LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ALL

THINGS NOTEWORTHY LLC OR ANY OF 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

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

All Things Noteworthy reserves the right, in its sole discretion, to change the Terms under which www.all-things-noteworthy.com is offered. The most current version of the Terms will supersede all previous versions. All Things Noteworthy encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

All Things Noteworthy welcomes your questions or comments regarding the Terms:

All Things Noteworthy LLC
224 West 35th Street, Suite 500 #209
New York, New York 10001

Email Address:
info@all-things-noteworthy.com

Telephone number:
917-960-2565

Effective as of June 01, 2024

Privacy Policy

This Privacy Policy ("Policy") applies to www.all-things-noteworthy.com, and All Things Noteworthy LLC ("Company") and governs data collection and usage. For the purposes of this Privacy Policy, unless otherwise noted, all references to the Company include www.all-things-noteworthy.com. The Company's website is an e-commerce site. By using the Company website, you consent to the data practices described in this statement.

Collection of your Personal Information

In order to better provide you with products and services offered, the Company may collect personally identifiable information, such as your:

- First and last name
- Mailing address
- Email address
- Phone number

If you purchase the Company's products and services, we collect billing and credit card information. This information is used to complete the purchase transaction.

We do not collect any personal information about you unless you voluntarily provide it to us. However, you may be required to provide certain personal information to us when you elect to use certain products or services. These may include: (a) registering for an account; (b) entering a sweepstakes or contest sponsored by us or one of our partners; (c) signing up for special offers from selected third parties; (d) sending the company an email; (e) submitting your credit card or other payment information when ordering and purchasing products and services. To wit, we will use your information for, but not limited to, communicating with you in relation to services and/or products you have requested from us. We also may gather additional personal or non-personal information in the future.

Use of your Personal Information

The Company collects and uses your personal information in the following ways:

- to operate and deliver the services you have requested
- to provide you with information, products, or services that you request from us
- to provide you with notices about your account
- to carry out the Company's obligations and enforce our rights arising from any contracts entered between you and us, including for billing and collection
- to notify you about changes to our www.all-things-noteworthy.com or any products or services we offer or provide through it
- in any other way we may describe when you provide the information
- for any other purpose with your consent.

The Company may also use your personally identifiable information to inform you of other products or services available from the Company and its affiliates.

Sharing Information with Third Parties

The Company does not sell, rent, or lease its customer lists to third parties.

The Company may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (email, name, address, phone number) is transferred to the third party. The Company may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to the Company, and they are required to maintain the confidentiality of your information.

The Company may disclose your personal information, without notice, if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on the Company or the site; (b) protect and defend the rights or property of the Company; and/or (c) act under exigent circumstances to protect the personal safety of users of the Company, or the public.

Opt-Out of Disclosure of Personal Information to Third Parties

In connection with any personal information we may disclose to a third party for a business purpose, you have the right to know:

- The categories of personal information that we disclosed about you for a business purpose.

You have the right under the California Consumer Privacy Act of 2018 (CCPA) and certain other privacy and data protection laws, as applicable, to opt out of the disclosure of your personal information. If you exercise your right to opt out of the disclosure of your personal information, we will refrain from disclosing your personal information, unless you subsequently provide express authorization for the disclosure of your personal information. To opt out of the disclosure of your personal information, visit this web page <https://www.all-things-noteworthy.com/contact> and complete the contact form informing us of your request to opt out.

Tracking User Behavior

The Company may keep track of the websites and pages our users visit within the Company, in order to determine what the Company services are the most popular. This data is used to deliver customized content and advertising within the Company to customers whose behavior indicates that they are interested in a particular subject area.

Automatically Collected Information

The Company may automatically collect information about your computer hardware and software. This information can include your IP address, browser type, domain names, access times, and referring website addresses. This information is used for the operation of the service, to maintain quality of the service, and to provide general statistics regarding the use of the Company's website.

Links

This website contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

Security of your Personal Information

The Company secures your personal information from unauthorized access, use, or disclosure. The Company uses the following methods for this purpose:

- SSL Protocol

When personal information (such as a credit card number) is transmitted to other websites, it is protected through the use of encryption, such as the Secure Sockets Layer (SSL) protocol.

We strive to take appropriate security measures to protect against unauthorized access to or alteration of your personal information. Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, you acknowledge that: (a) there are security and privacy limitations inherent to the Internet that are beyond our control; and (b) the security, integrity, and privacy of any and all information and data exchanged between you and us through this site cannot be guaranteed.

Right to Deletion

Subject to certain exceptions set out below, on receipt of a verifiable request from you, we will:

- Delete your personal information from our records;
- Direct any service providers to delete your personal information from their records.

Please note that we may not be able to comply with requests to delete your personal information if it is necessary to:

- Complete the transaction for which the personal information was collected, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, and provide a good or service requested by you, or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform a contract between you and the company;
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity;
- Debug to identify and repair errors that impair existing intended functionality;
- Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law;
- Comply with the California Electronic Communications Privacy Act;
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when our deletion of the information is likely to render impossible or seriously impair the achievement of such research, provided we have obtained your informed consent;

- Enable solely internal uses that are reasonably aligned with your expectations based on your relationship with the company;
- Comply with an existing legal obligation; or
- Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.

Children Under Thirteen

The Company does not knowingly collect personally identifiable information from children under the age of 13. If you are under the age of 13, you must ask your parent or guardian for permission to use this website.

Disconnecting your Company's Account from Third Party Websites

You will be able to connect your Company's account to third-party accounts. BY CONNECTING YOUR COMPANY'S 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, INCLUDING PERSONALLY IDENTIFYING INFORMATION, TO BE SHARED IN THIS MANNER, DO NOT USE THIS FEATURE. You may disconnect your account from a third-party account at any time. All Things Noteworthy LLC

Opt Out and Unsubscribe from Third-Party Communications

We respect your privacy and give you an opportunity to opt out of receiving announcements of certain information. Users may opt out of receiving any or all communications from third-party partners of the Company by contacting us here:

- Web page: www.all-things-noteworthy.com
- Email: info@all-things-noteworthy.com

Email Communications

From time to time, the Company may contact you via email for the purpose of providing announcements, promotional offers, alerts, confirmations, surveys, and/or other general communication. In order to improve our services, we may receive a notification when you open an email from the Company or click on a link therein.

If you would like to stop receiving marketing or promotional communications via email from the Company, you may opt out of such communications by clicking on the unsubscribe button on any email received.

External Data Storage Sites

We may store your data on servers provided by third-party hosting vendors with whom we have contracted.

Changes to This Statement

The Company reserves the right to change this Policy from time to time. For example, when there are changes in our services, changes in our data protection practices, or changes in the law. When changes to this Policy are significant, we will inform you. You may receive a notice by email to the primary email address specified in your account, by placing a prominent notice on our All Things Noteworthy LLC, and/or by updating any privacy information. Your continued use of the website and/or services available after such modifications will constitute your: (a) acknowledgment of the modified Policy; and (b) agreement to abide and be bound by that Policy.

Contact Information

The Company welcomes your questions or comments regarding this Policy. If you believe that the Company has not adhered to this Policy, please contact the Company at:

All Things Noteworthy LLC
224 West 35th Street, Suite 500 #209
New York, New York 10001

Email Address:
info@all-things-noteworthy.com

Phone Number:
917-960-2565

Effective as of June 01, 2024