

# TERMS OF SALE

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Thank you for shopping on the Dakota Elizabeth website. By placing an order, you accept the Terms of Sale set forth below. Please read through my terms thoroughly prior to making a purchase. As these terms may be updated at any time, please check back for updates before every purchase at [www.DakotaElizabeth.com](http://www.DakotaElizabeth.com)

## **COPYRIGHTS & TRADEMARKS**

These Terms of Sale hereby incorporate the Terms of Use regarding copyrights, trademarks, and scope of use, which are available at [DakotaElizabeth.com](http://DakotaElizabeth.com). Please refer to the Terms of Use for additional terms and requirements.

Your purchases made from Dakota Elizabeth are subject to a limited license for “personal use”-only for individuals and “in-house use”-only for businesses. No commercial use is permitted, unless you enter into a separate written licenses agreement with Dakota Elizabeth. All content on [DakotaElizabeth.com](http://DakotaElizabeth.com) is the property of Dakota Elizabeth . Images, text, logos, graphics, and design elements of the website are subject to copyright and/or trademark laws as well as the scope of your limited license set forth in the Terms of Use.

We believe in strictly enforcing our intellectual property rights. Your unauthorized use of such content may violate copyright, trademark, and other applicable laws and could result in criminal or civil penalties. Examples of unauthorized use include, but are not limited to, copyright, reproducing, republishing, modifying, uploading, transmitting, or distributing any such materials without the prior, explicit written consent of Dakota Elizabeth.

## **PAYMENTS**

You are required to provide valid payment information in making a purchase on our online store. Your order may be terminated if we are unable to process your payment information and/or if you do not provide an alternative form of payment upon our request.

In the event that you fail to pay for products and/or services purchased from Dakota Elizabeth, you are liable for any and all costs incurred in our efforts to collect your outstanding balance, including, without limitation, attorney fees and costs.

In certain states, Dakota Elizabeth may be required to collect and remit sales tax related to your purchase. These taxes will generally be reflected on your invoice or receipt, but we reserve the right to collect the taxes or other related fees from you at any time. You are responsible for any state or federal sales and use taxes associated with your purchase on our website.

## **ACCEPTANCE OF ORDER**

We reserve the right to refuse or cancel any order. In this event, your sole recourse shall be to receive a refund and/or voided invoice for amounts paid by you related to such order.

## **PRODUCT DESCRIPTIONS & PRICING**

Dakota Elizabeth attempts to provide accurate product descriptions. However, we do not warrant that product descriptions or other content of the website are entirely accurate, complete, reliable, current or error-free.

All weights and size dimensions are approximate. While we make reasonable efforts to accurately display all details of our Product offerings, including the applicable color and/or brightness, please note that the actual color and/or brightness you will see when purchasing a product depends on the settings of your computer screen. We cannot guarantee that your computer will accurately display all product colors. We also reserve the right to format, manipulate, or otherwise modify products as may be required to satisfy a particular order. Requests to crop an image will be reviewed by Dakota Elizabeth and approved at our sole discretion. If we deny a request to crop a product, then we will contact you to remedy the order.

If you believe that a product you have purchased from our website is not as described, your sole remedy is to return the product in unused condition for a conforming replacement, refund, or credit within fourteen (14) days of the shipping date.

In the event of an error in the services, price, order confirmation, order processing, or otherwise, Dakota Elizabeth reserves the right to correct such error and charge the correct price or cancel the order. If an item's correct price is higher than our stated price, your sole recourse is cancellation of

your order.

## **SHIPPING AND DELIVERY**

Digital product downloads will be made available to you as soon as reasonably possible once we have received your valid payment information.

For all other deliveries, we will use our commercially reasonable efforts to arrange for shipment of all product orders within the estimated delivery time applicable to your chosen shipping and delivery method. We are not responsible for any delays in shipping. You shall be liable for all shipping costs and expenses. Dakota Elizabeth reserves the right to substitute another carrier of equal or lesser cost to deliver your order at our sole discretion. The shipping charge shown during the checkout process is subject to verification and to correction or change without notice.

Shipments that are refused without authorization, or that are returned to us because of an invalid address, are subject to a fee of 15% of the purchase price plus applicable shipping and handling fees.

## **RETURNS**

Dakota Elizabeth takes pride in customer satisfaction. If you are unsatisfied with a product or order, we will review a request to return any product you have ordered for any reason within fourteen (14) days of the shipping date of your order. After 14 days from the date your order ships, merchandise cannot be returned or exchanged. Dakota Elizabeth evaluates each return request on a case-by-case basis, and we have sole discretion in issuing refunds or exchanges.

If you are issued a refund or exchange, you must follow our instructions in returning the product. Upon receipt of a returned physical product, we will resend you the product or issue a refund of the purchase price paid for the product, whichever you prefer. Shipping charges will not be refunded, and you are liable for all shipping charges for refunds and exchanges. If you are unsatisfied with a digital product (e.g., an electronic image), then we may provide you with the option of either receiving a refund for the digital image or re-editing the image at no charge to you. Please allow up to 2 – 3 weeks for all replacement orders.

To request a refund or replacement for any Product, please contact Dakota Elizabeth at [hello@dakotaelizabeth.com](mailto:hello@dakotaelizabeth.com). Please do not contact your credit card company to dispute a charge before contacting Dakota Elizabeth.

## **DISCLAIMER**

Dakota Elizabeth makes no warranties or representations, express or implied, of any kind with respect to the products sold on this site. We expressly disclaim all warranties, express or implied, of any kind with respect to the products sold on this site, including, but not limited to, merchantability or fitness for a particular purpose. You agree that Dakota Elizabeth's liability for all products or claims arising from this agreement shall be limited to the total cost (list price and taxes) of the order placed.

## **MODIFICATION AND SEVERABILITY**

We reserve the unilateral right to make changes to our website, policies, Terms of Use, and these Terms of Sale at any time and in our sole discretion. Therefore, you should review our policies and terms each time you visit the website. Your continued use of the website after we make any such changes constitutes your binding acceptance of those changes.

The Terms of Sale may only be altered, supplemented, or amended by a separate, explicit written consent expressing intention to amend these Terms of Sale. Documentation provided in executing your order, including, but not limited to invoices, purchase orders, and receipts, do not satisfy this requirement without further modification providing requisite intent.

If any of the terms or conditions herein shall be deemed invalid, void, or for any reason unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining term or condition.

## **APPLICABLE LAW**

Dakota Elizabeth is a sole proprietorship with its principle place of business in Los Angeles, California. You agree that (i) any legal action brought against Dakota Elizabeth will be governed by the laws of the State of California without regard to its conflict of law principles, and (ii) any and all disagreements or legal actions regarding orders placed through [DakotaElizabeth.com](http://DakotaElizabeth.com) will be adjudicated in Los Angeles County, California by the appropriate state or federal court.