#### Conditions of Use

## Last updated: September 25, 2023

Thanks for visiting this Student-Made Store. We love our work to support college students' experience as they grow as entrepreneurs. We also have to share this information with you. Please read these conditions carefully. Student-Made Store, LLC may be referred to as Student-Made, Student-Made Store, we or us.

You must be 18 years of age to purchase items on this site.

#### **ELECTRONIC COMMUNICATIONS**

When you use Student-Made Store or send e-mails, text messages, and other communications from your desktop or mobile device, you may communicate with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **COPYRIGHT**

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## **TRADEMARKS**

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## REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

If you post a comment, you grant us a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, and display such content worldwide in any media. You grant us and our Creators the right to use the name you submit in connection with such content, if they choose. Student-Made Store has the right but not the obligation to monitor and edit or remove any activity or content. Student-Made Store takes no responsibility and assumes no liability for any content posted by you or any third party.

## NOTICE AND PROCEDURE FOR MAKING CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT

If you believe that your intellectual property rights have been infringed, please submit your complaint to us at info@studentmadestore.com

Claims concerning copyright infringement must include the following information:

- A signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;

- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

## **PRODUCT DESCRIPTIONS**

Student-Made relies upon the Creator to describe the product and encourages them to be as accurate as possible. However, Student-Made does not warrant that product descriptions are accurate, complete, reliable, current, or error-free. If a product offered by Student-Made is not as described, your sole remedy is to return it in unused condition.

#### **SERVICES DESCRIPTIONS**

Student-Made has no involvement in the delivery of services provided by Creators, and only lists Creator-provider descriptions of services offered. Student-Made will not sell you the service nor act as an intermediary. Student-Made will forward your Interest Form (on the website with the service for that Creator) to the Creator. We encourage them to respond to you within 24 hours (they are college students, so be patient, please!) However, Student-Made does not warrant that service descriptions are accurate, complete, reliable, current, or error-free. Student-Made makes no representation as to whether the Creator is in compliance with any and all local, state, and federal laws. If a service offered by Student-Made is not as described, your sole remedy is to pursue action directly against the Creator.

### **RETURNS, REFUNDS, AND TITLE**

If you feel you did not receive what you purchased and wish to return the item to us for a refund, please contact us at info@studentmadestore.com and we will contact you.

#### **RISK OF LOSS**

All purchases of physical items from Student-Made are made pursuant to a shipment contract. This means that the risk of loss and title for such items passes to you upon our delivery to the carrier.

## **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

STUDENT-MADE STORE SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS, AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS UNLESS OTHERWISE SPECIFIED IN WRITING. STUDENT-MADE STORE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF STUDENT-MADE STORE IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY LAW, STUDENT-MADE STORE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. STUDENT-MADE MAKES NO REPRESENTATIONS AS TO LICENSES, CERTIFICATIONS OR ANY AND ALL COMPLIANCE WITH LAW BY CREATORS ADVERTISING AND OR SELLING PRODUCTS OR SERVICES. TO THE FULL EXTENT PERMISSIBLE BY LAW, STUDENT-MADE STORE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY STUDENT-MADE STORE SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS MADE AVAILABLE TO YOU THROUGH ANY STUDENT-MADE STORE OR VENDOR, INCLUDING,

BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

## **DISPUTES**

Any dispute or claim relating in any way to your use of the site will be adjudicated in the state or Federal courts in Charleston, SC, and you consent to exclusive jurisdiction and venue in these courts. We each waive any right to a jury trial.

## **APPLICABLE LAW**

By accessing Student-Made Store, you agree that applicable federal law, and the laws of the state of South Carolina, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Student-Made Store.

# SITE POLICIES, MODIFICATION, AND SEVERABILITY

We reserve the right to make changes to our site, policies, Service Terms, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

Now that we are through the legal stuff, we hope you'll explore this Student-Made Store and purchase some items from, or submit a Services Interest Form for, the outstanding student Creators represented in the store.