

The Paint Palette Co. Terms and Conditions

The legal agreements set out below govern your use of The Paint Palette Co. website and services. By using the website or services or by submitting an order you agree to these Terms and Conditions (terms) and agree to be bound by the following terms. If you do not agree to these terms, do not submit an order, pay an invoice, or checkout on our website and do not use our services.

Terms

Client: Anyone seeking to engage with The Paint Palette Co. for the purpose of providing paint color or design related services.

Designer: Megan Paterson, Owner and Interior Designer at The Paint Palette Co.

Colors and Designs: All recommendations, suggestions and equivalent color and design related information and material provided by the Designer to the Client, regardless of the format

E-DESIGN AND COLOR PLANS: Documents in electronic format (e.g., PDF) that contain design guidance and color recommendations and that are provided to Clients following the purchase of a paint color or interior design e-service.

Client Obligations & Terms of Use

- Clients are responsible for confirming the accuracy and completeness of any information that is provided to The Paint Palette Co.
- Clients are responsible for contacting The Paint Palette Co. and clarifying any questions or concerns prior to submitting payment.
- After checkout or after an invoice is paid by the Client, the Client must respond to The Paint Palette Co. immediately to discuss the paint color or design services. Once submitted and the designer begins works, if there are any significant or substantial changes that affect the design, the Client may incur an additional fee or charge at the discretion of the designer.
- For any Service that includes a post consultation phone call to go over the designer's recommendations and suggestions, you must provide The Paint Palette Co. with a valid phone number and schedule your phone consultation within 7 calendar days after receiving your completed purchase or else you forego the opportunity to speak with a designer over the phone. In that case, it will be at the discretion of the designer (subject to their availability) to determine whether they can accommodate a follow up.
- The Paint Palette Co. takes data security and privacy very seriously and has multiple measures (as described in the "Data Security" section) to keep information safe, however it is the ultimate responsibility of each Client to ensure that they are comfortable with the information that they

provide to us, including, reviewing and cleansing all data (e.g., form responses, photos, documents, etc.) of any personal information or other data that they do not wish to share.

- Client understands and agrees that color and design plans are based on the Designer's professional expertise, judgment and experience. Client further understands and acknowledges that all color plans and designs are recommendations that the designer has created from the information provided by the Client.
- Client understands and agrees that The Paint Palette Co. maintains the right to deny service and/or cease service and refund payments as deemed appropriate (for example, in situations where a Client cannot be reached for extended periods of time, or where The Paint Palette Co. is unable to obtain information necessary for the completion of work).

THE PAINT PALETTE CO. COLOR PLANS AND DESIGNS

- **Revisions** – Due to the highly specialized and custom nature of each THE PAINT PALETTE CO. COLOR PLANS AND DESIGNS they cannot be modified or amended once they are finalized and provided to the Client; however, if the Client is not satisfied or has a valid reason for requesting additional information, the designer will often be able to make alternative suggestions and recommendations either via phone or email. On a case by case basis, should the Client have any concerns or issues with the THE PAINT PALETTE CO. COLOR PLANS AND DESIGNS, the designer may make certain amendments (subject to limitations) and only if the updates can be made fairly quickly and easily. Should the Client be interested in any amendments or add-ons to the THE PAINT PALETTE CO. COLOR PLANS AND DESIGNS outside of the package that they purchased, these are available to the Client at an hourly rate or other price arrangements to be agreed upon with the Designer.
- **Format and Content** – The format, content and the level of detail will vary for each COLOR PLAN AND DESIGN and is left to the discretion and judgment of the designer based on the selected design option and other factors, such as the level of complexity associated with the design. Please keep in mind that due to the customized nature of THE PAINT PALETTE CO. COLOR PLANS AND DESIGNS each one is tailored specifically to the design requested, and future color plans and designs may have a completely different look and feel, regardless of whether the Client and/or Designer remains the same.

Provision of Color Plans and Designs by the Designer for THE PAINT PALETTE CO. Services

- Color plans and designs will be based off of the information and details provided by the Client and will be delivered by the designer to the best of their ability and professional experience. All Color plans and designs are personal recommendations based on each Designer's professional experience and judgment.
- Color plans and designs are heavily impacted by the indicated budget. In order to meet budget expectations, unless specified otherwise by the Client, THE PAINT PALETTE CO. may choose to focus on particular rooms and/or to work with existing Client items, which are not specifically mentioned by the Client. If the designer does not provide recommendations for a room (or other aspects indicated by the Client) it is because the designer felt that the Client's spending was better allocated in other areas based on the Client's preferences and needs. Should the Client then decide that they would like to include additional designs, such modifications will be subject to the consent and pricing agreed to by the Designer.

Implementation of Color plans and designs by Designer for THE PAINT PALETTE CO.

Services

- Implementation of Color plans and designs (e.g., how the Client decides to use the designs), including the purchase of items and materials, is the sole responsibility of the Client.
- THE PAINT PALETTE CO. is not responsible for any changes to prices or costs from those prices or costs listed in any Color plans and designs.
- Measurements and dimensions: As all measurements and dimensions are provided to THE PAINT PALETTE CO. by the Client, THE PAINT PALETTE CO. is not responsible for any issues regarding "fit" or "size" for recommended items. Client is responsible for checking dimensions of recommended items before purchase. Any restocking fees or returns are solely the responsibility of the Client.
- Color plans and designs are conceptual in nature and intended to set forth design intent only. THE PAINT PALETTE CO. is not responsible for the manufacturing, purchase, distribution or product design of any product recommended in the Color plans and designs. THE PAINT PALETTE CO. is not responsible for any defects or other issues with products that Clients purchase based on Color plans and designs, and THE PAINT PALETTE CO. does not warrant or otherwise guarantee that such products will be suitable for a Client.

- Should the nature of the Color plans and designs require related work or the services of any other professional, such professional shall be engaged directly by the Client pursuant to a separate agreement as may be mutually acceptable to Client and such other professional.

Client Information and Liability

- Although THE PAINT PALETTE CO. takes data security and privacy very seriously and has employed multiple measures to keep information safe, THE PAINT PALETTE CO. is not responsible for the information that is submitted by Clients. We make every effort to keep the information secure, however it is the ultimate responsibility of each Client to ensure that they are comfortable with the information that they provide to us, including, reviewing and cleansing all data (e.g., form responses, photos, documents, etc.) of any personal information or other that they do not wish to share. We recommend reviewing photos for anything you are not comfortable making publicly available, and take out as appropriate.

Phone calls and communications relating to Color Plans and Design Professional

Assessments

- If THE PAINT PALETTE CO. has any questions about the information provided, they will attempt to contact you. If they cannot get in touch or there are still outstanding questions within 72 hours of attempting to obtain a resolution, the designer, at his or her sole discretion, will either continue their work on a best efforts basis or refund your money (minus any transaction fees) if they feel that they do not have sufficient and/or accurate information.
- If you do not provide THE PAINT PALETTE CO. with a valid phone number and schedule your phone consultation after checking out or paying an invoice for a design you forego the opportunity to speak with a designer over the phone, and it will be at the discretion of the designer (subject to their availability) to determine whether they can accommodate a follow up.
- Clients may also speak with a designer to go over their desired design option prior to the commencement of any work, however Clients are responsible for contacting THE PAINT PALETTE CO. in a timely fashion to ensure that they have not yet started work on their project. In addition, the designer may reach out to Clients on a case by case basis to confirm or inquire about Client provided information.

Floor Plans and Furniture Arrangement Illustrations Relating to THE PAINT PALETTE CO. Design and Color Plan Services

- Floor plan measurements, 3D Renderings, and all visual displays are for illustration purposes only, and as such, the floor plan or any related materials that illustrate the arrangement or placement of recommended items is intended to be used solely as a rough sketch in order to demonstrate the suggested placement or arrangement of recommended items.
- All objects depicted in floor plans or any related materials that illustrate the arrangement or placement of recommended items will be chosen as an “approximate match” to represent those pieces that have been noted in the shopping lists. Colors, sizes and other details may not be exact.

Client Use of THE PAINT PALETTE CO. Color Plans and Designs

- You must be 18 years or older to use this service.
- You must provide a valid name and email address upon purchasing a THE PAINT PALETTE CO. color plans and design Service. You will further update and keep that information current as appropriate.
- You shall abide by all applicable local, state, national and international laws and regulations and be solely responsible for all acts or omissions that occur with respect to your form(s), including those related to the protection of intellectual property, data privacy, international communications and transmission of technical or personal data. By way of example, and not as a limitation, you will not, directly or indirectly:
 - Transmit any pornographic, obscene, offensive, threatening, harassing, libelous, hate-oriented, harmful, defamatory, racist, illegal or otherwise objectionable material or content;
 - Transmit any material or content that attempts to falsely state or otherwise misrepresent your identity or affiliation with a person or entity;
 - Transmit material or content that promotes, provides or relates to instructional information about illegal activities or promotes physical harm or injury against any individual or group;
 - Transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;
 - Use a false identity or forged email address, or otherwise attempt to mislead THE PAINT PALETTE CO. as to your identity or the origin of your messages;

- Transmit unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable or unlawful material of any kind or nature;
- Transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity;
- Transmit any material that contains viruses, trojan horses, worms, time bombs, cancelbots or any other harmful or deleterious programs;
- Interfere with or disrupt networks or websites associated with the THE PAINT PALETTE CO. services or violate the regulations, policies or procedures of such networks;
- Attempt to gain unauthorized access to the THE PAINT PALETTE CO. website, THE PAINT PALETTE CO. services, other accounts, computer systems or networks associated with the THE PAINT PALETTE CO. services, through password mining or any other means;
- Interfere with another person's use and enjoyment of THE PAINT PALETTE CO. services or use and enjoyment of similar services.
- If you engage in any activity set forth above, your use of THE PAINT PALETTE CO. services will be prohibited and THE PAINT PALETTE CO. will report any unlawful conduct to the appropriate authorities and turn over any and all information regarding such activity to appropriate persons or entities.

External Links

The Website may provide links to other websites that are not maintained or controlled by us ("Linked Sites"). While we may receive payment from companies whose products we endorse or recommend, we expressly disclaim any responsibility for the content, copyright compliance, accuracy of the information, and/or the quality of goods or services provided by or advertised on any Linked Sites, and in no event shall we be held responsible or directly or indirectly liable for any loss or damage caused or alleged to have been caused in connection with the use of or reliance on any content, goods or services available on any Linked Sites.

Ownership and License

Except as otherwise stated, the Website and the information, computer code, and related functionality appearing, featured or otherwise displayed on the Website, including but not limited to all videos, artwork and other creative works, are owned by THE PAINT PALETTE CO., its affiliates, and their respective licensors or other third parties and protected under the copyright, trademark, and other laws of the United States and other countries and international treaty provisions. We grant you a limited, non-exclusive, non-transferable license to use the Website in accordance with these

Terms of Use and the instructions provided by us on the Website. The material provided on the Website including, without limitation, the information, computer code, and related functionality, are for non-commercial use only. Except as may be explicitly permitted by the Website, you may not copy, modify, upload, republish, distribute, display, post, license, create derivative works from, or transmit anything you obtain from the Website, including anything you download from the Website, unless you first obtain our written consent. Any rights not expressly granted herein are reserved to THE PAINT PALETTE CO. and its affiliates. You may not remove, obscure or otherwise deface any proprietary notices appearing on the Website, or any content or information.

Disclaimer of Warranties

THE PAINT PALETTE CO. MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE WEBSITE, THE SUITABILITY OF THE INFORMATION CONTAINED ON OR RECEIVED THROUGH THE WEBSITE, OR ANY SERVICES OR PRODUCTS RECEIVED THROUGH THE WEBSITE. ALL INFORMATION AND USE OF THE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE DO

NOT WARRANT THAT THE CONTENTS OR ANY INFORMATION RECEIVED THROUGH THE WEBSITE ARE ACCURATE, RELIABLE OR CORRECT; THAT THE WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE CONTENTS OR ANY INFORMATION RECEIVED THROUGH THE WEBSITE ARE FREE OF VIRUSES OR OTHER DESTRUCTIVE OR HARMFUL COMPONENTS. YOUR USE OF THE WEBSITE IS SOLELY AT YOUR OWN RISK. YOU EXPRESSLY AGREE THAT YOU HAVE RELIED ON NO WARRANTIES, REPRESENTATIONS, OR STATEMENTS OTHER THAN IN THIS AGREEMENT. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THE EXCLUSIONS MAY NOT APPLY TO YOU BUT SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY THE LAWS OF YOUR JURISDICTION.

Limitation on Liability

IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF THE WEBSITE OR PRODUCTS, EVEN IF WE HAVE BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT THE PRECEDING LIMITATION IS UNENFORCEABLE, THEN YOU AGREE THAT THE PAINT PALETTE CO.'S TOTAL LIABILITY TO ANY CLIENT SHALL BE

LIMITED TO THE AMOUNTS ACTUALLY PAID TO THE PAINT PALETTE CO. DURING THE THREE MONTHS PRIOR TO THE ACCRUAL OF THE CAUSE OF ACTION.

Indemnification

You agree to indemnify and hold harmless THE PAINT PALETTE CO., its subsidiaries, affiliates, officers, agents, representatives, employees and other partners, from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Website and/or services.

Miscellaneous

In the event that the Client and designer wish to enter into an alternative arrangement, such arrangement shall be subject to the agreed-upon terms and conditions. Any terms and conditions under such an arrangement shall supersede these Terms if there are any conflicting provisions.

All Color plans and designs, and all copyrights and other proprietary rights applicable thereto, remain at all times THE PAINT PALETTE CO.'s property. Color plans and designs may not be used by Client for any purpose other than for implementation of design as set forth in Color plans and designs.

You agree that these Terms and Conditions shall be treated as though they were executed and performed in Georgia and shall be governed by and construed in accordance with the laws of the State of Georgia (without regard to conflict of law principles). All legal proceedings arising out of or in connection with these Terms and Conditions, Privacy Policy (privacy), or any other agreement related to the use of THE PAINT PALETTE CO.'s website or services shall be brought solely Georgia, United States.