

Terms & Conditions
Effective Date: 20th November 2018

Welcome to www.motherwomanplanner.com. These Terms & Conditions ("Terms") are a legal agreement between you and Southpaw Design LTD ("SPD," "we," "us," or "our") that governs your access to and use of www.motherwomanplanner.com and all subdomains thereof (the "Site"), including the product ordering process and all related webpages, downloadable materials, information, photos, and other materials, documentation, blog posts, or content that appears on the Site ("Content"). References to "you" or "your" mean anyone who visits the Site, makes a purchase on the Site, accesses or downloads Content, or registers for an Account. Your access to and use of the Site, Content, or your Account is conditioned upon your acceptance of these Terms and our <https://www.motherwomanplanner.com/privacy-policy>, which is incorporated into these Terms by this reference. Please read these Terms and our Privacy Policy carefully before accessing or using the Site. BY ACCESSING THE SITE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT ACCESS OR USE THE SITE OR CONTENT, MAKE A PURCHASE, REGISTER FOR AN ACCOUNT, OR CLICK TO INDICATE THAT YOU AGREE TO THESE TERMS. THESE TERMS CONTAIN A MANDATORY ARBITRATION PROVISION AND CLASS ACTION WAIVER; PLEASE REVIEW SECTION 23.

Changes to these Terms

We reserve the right to prospectively change these Terms at any time, in our sole discretion. You should periodically review these Terms for changes and you can review the most current Terms at any time at: <https://www.motherwomanplanner.com/terms>. The updated Terms are binding on you as of the Effective Date indicated at the top of these Terms. If you do not agree to updated Terms, you should stop using the Site before the Effective Date. Your continued use of the Site after the Effective Date will constitute your acceptance of the updated Terms. Permitted Use; No Distribution. Except for the limited right to use the Site and view the Content, you may not download, copy, sell, print, rent, lease, issue, distribute, transmit, broadcast, modify, perform, display, transfer, upload, post, create derivative works of, exploit, sublicense, reverse-engineer, or otherwise use the Site or Content without express written permission from SPD. You may only use the Site for personal, non-commercial purposes. All products and content produced by SPD is for personal, non-commercial use and may not be reproduced in any form unless otherwise expressly permitted by SPD. No right, title or interest in or to any trademark, service mark, logo or trade name of SPD or its licensors is granted under these Terms. You may not remove any proprietary notices on the Site or Content, or attempt to disable, bypass, modify, defeat, or otherwise circumvent any digital rights management or security system used as part of the Site or Content. You further agree not to interfere with the proper functioning of the Site and not to use the Content in a way that suggests you are a representative of SPD. Any scraping, automated access, or other unauthorized access to and storage of Content is prohibited. You may not use the Site or Content for any illegal purpose. Use of the Content for any purpose other than what is described in this Section is prohibited.

Privacy

SPD respects and is committed to protecting your privacy. When you visit the Site, you authorize SPD to automatically collect information about you and your use of the Site and to use, transmit, process, and store this information in accordance with our Privacy Policy. Please review our Privacy Policy prior to using the Site.

Third Party Websites and Links

The Site may contain links or references to third party websites ("Linked Sites") that we think may be of interest to you. EC does not endorse or sponsor any Linked Sites or the information, products, or services contained on any Linked Sites, and we have no control over Linked Sites or their content. Linked Sites are governed by their own terms of use and privacy policies.

Product Prices and Availability; Cancellation

Current prices for products and services are described on the Site. SPD may change pricing at any time and in its sole discretion. The amount of any sales, use, or other taxes however designated, levied or based on such prices shall be added to the prices shown. Promotions and/or discounts may be offered from time to time on the Site and may be subject to additional terms, limitations, and restrictions. In order to take advantage of such promotions and/or discounts, you agree to comply with any terms, conditions, limitations, or rules presented to you as a condition of participation in any such promotional offer. SPD reserves the right to change or discontinue any product or service at any time and without notice. SPD further reserves the right, in its sole discretion, to cancel any order, limit any purchase, or refuse to fulfill an order for any or no reason. If your order will be cancelled, limited, or delayed, SPD will contact you.

DMCA POLICY

REPORTING CLAIMS OF COPYRIGHT INFRINGEMENT

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from this Site infringe your copyright, you may request removal of those materials (or access to them) from the Site by submitting written notification to our Copyright Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Site, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated Copyright Agent to receive DMCA Notices is:
Kirsty Simmonds

EMW LLP, Seebeck House, 1 Seebeck Place, Milton Keynes MK5 8FR
Kirsty.simmonds@emwllp.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Site is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

COUNTER-NOTIFICATION PROCEDURES

If you believe that material you posted on the Site was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a "Counter-Notice") by submitting written notification to our copyright agent (identified below). Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Site may be found) and that you will accept service from the person (or an agent of that person) who provided the Site with the complaint at issue.

Completed Counter-Notices should be sent to:

Kirsty Simmonds
EMW LLP, Seebeck House, 1 Seebeck Place, Milton Keynes MK5 8FR
Kirsty.simmonds@emwllp.com

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Site was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

REPEAT INFRINGERS

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

Shipping

All sales are FOB shipment origin. Risk of loss passes to you upon shipment of the product from our facilities, and the occurrence of any damage during shipment will not relieve you from making payment of the balance of the purchase price. SPD will ship products to customers overseas. Tariffs and taxes may be imposed for international customers which are not implemented by SPD and beyond our control. Additional fees may be collected at the time of delivery to pay for government taxes and tariffs.

Product Returns

It is your responsibility to assure the quality of all goods upon receipt. All sales are final except for damaged or defective materials. You must obtain a Returned Material Authorization ("RMA") from us prior to returning any products. In order to be eligible to receive a refund or store credit for returned goods that are damaged or defective, your refund or store credit request must be received no more than thirty (30) days from the order placement date. Any approved refund or store credit will only be for the value of the returned items. Personalized and textile items are not eligible for return. For your security, refunds will be credited back to the original payment method used for the purchase. In the event that your credit card has expired or is cancelled, store credit will be issued.

Payments

You may make payment using any of the following payment methods: Visa, MasterCard, American Express, Discover, and PayPal. All credit card details are encrypted when entered and stored by our third party payment processor, Authorize.net. SPD does not access or store your credit card information and we do not manually accept credit cards for security reasons. SPD uses Secure Sockets Layer (SSL) software to protect the security of your payment and personal information. If you make a payment using PayPal, you will be connected to the PayPal website during checkout. PayPal is a third party and SPD is not responsible for the terms of use, privacy practices, or the content of any external site. You should review PayPal's terms of use and privacy policy prior to submitting your payment information. For more information about our use of third party service providers, please review our Privacy Policy.

Contests, Sweepstakes, and other Promotions

SPD may, from time to time and in its sole discretion, offer promotions, contests, sweepstakes, surveys, or games through the Site, our newsletter, or through any other communication from SPD (each, a "Promotion"). In addition to these Terms, your participation in any such Promotion may be conditioned upon additional or different terms and conditions and you should be sure to review any additional terms that accompany any such Promotions. To the extent the terms or rules of a Promotion conflict with these Terms, the terms accompanying the Promotion will control.

Customer Service

To reach our customer service department, please visit the "support" or "frequently asked questions" sections of the Site and submit questions to us using the online forms provided on the Site.

Site Availability and Support

You may access the Site if and when it is available. SPD does not guarantee availability of the Site or Content and SPD reserves the right to make changes to the Site and Content at anytime and without notice. The Site may occasionally be down for service, upgrades, maintenance, or for other reasons. To the maximum extent authorized under applicable law, SPD reserves the right to change, remove, delete, restrict, block access to, or stop providing any or all of the Site at any time and without notice. SPD has no obligation to provide any support in relation to the Site, Content, User Content, or your Account.

DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, INCLUDING ALL TEXT, GRAPHICS, LOGOS, AUDIO AND VIDEO CLIPS, PHOTOGRAPHS, AND OTHER CONTENT IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE" AND THE ENTIRE RISK OF USE AND PERFORMANCE, REMAINS WITH YOU. SPD DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE SITE. IN PARTICULAR, SPD MAKES NO WARRANTY THAT THE SITE, CONTENT, OR PRODUCTS: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE OR PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) WILL BE ACCURATE, COMPLETE, OR RELIABLE, OR (D) WILL BE FREE FROM VIRUSES, WORMS, OR OTHER HARMFUL OR MALICIOUS COMPONENTS. NOR DOES SPD WARRANT THAT ANY DEFECTS OR ERRORS ON THE SITE OR CONTENT WILL BE CORRECTED. SPD DOES NOT ASSUME ANY LIABILITY RELATING TO DELAYS OR INTERRUPTIONS ATTRIBUTABLE TO THIRD PARTY FAILURES BEYOND ITS CONTROL. THE SITE AND ALL CONTENT YOU DOWNLOAD, UPLOAD, OR OBTAIN FROM THE SITE IS ACCESSED AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS THEREFROM.

DISCLAIMER OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SPD BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES; FOR LOSS OF PROFITS, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, OR USE; LOSS OR CORRUPTION OF DATA, CONFIDENTIAL INFORMATION, OR OTHER INFORMATION; BUSINESS INTERRUPTION; PERSONAL INJURY; WRONGFUL DEATH; PROPERTY DAMAGE; LOSS OF PRIVACY; FAILURE TO MEET ANY DUTY OF GOOD FAITH OR REASONABLE CARE; NEGLIGENCE; AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THESE TERMS, THE SITE, CONTENT, OR YOUR ACCOUNT, EVEN IF SPD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SPD SHALL IN NO EVENT BE LIABLE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND RESULTING FROM ANY OF ITS EMPLOYEES, REPRESENTATIVES OR SALES PERSONS RENDERING TECHNICAL OR OTHER ADVICE OR REPRESENTATIONS IN CONNECTION WITH THE PERFORMANCE OF ANY COMPUTER HARDWARE, COMPUTER SOFTWARE, COMPUTER PRINTERS, MEDIA USED BY THOSE PRINTERS, OR ANY COMBINATIONS THEREOF UNLESS IT IS SPECIFICALLY CONTAINED IN THIS AGREEMENT.

LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THEY ARE NOT EXCLUDED OR DISCLAIMED UNDER SECTIONS 15 OR 16, SPD'S MAXIMUM, AGGREGATE LIABILITY TO YOU, AND YOUR EXCLUSIVE REMEDY UNDER THESE TERMS FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THESE TERMS OR THE SITE WILL BE LIMITED TO THE ACTUAL PRICE PAID FOR PRODUCTS PURCHASED FROM US, WITHOUT INTEREST. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THESE TERMS OR THE SITE WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES.

Independent Remedies. The exclusion of damages under Section 16 is independent of your exclusive remedy in Section 17 and it survives even if the exclusive remedy fails of its essential purpose or otherwise is deemed unenforceable. Each of the limitations of liability in Sections 15, 16, and 17 apply without regard to whether loss, liability, or damage arise from (a) breach of contract, (b) breach of warranty, (c) fault or tort, including negligence and misrepresentation, (d) strict liability, or (e) any other cause of action, to the extent the exclusions and limitations are not prohibited by applicable law.

NOTICE ON POTENTIAL LIMITS OF SECTIONS 15, 16, and 17. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES (INCLUDING INCIDENTAL OR CONSEQUENTIAL), LOSS, OR LIABILITY FROM INTENTIONAL ACTS (INCLUDING FRAUD, FRAUDULENT MISREPRESENTATION, AND FAILURE TO DISCLOSE DEFECTS), PRODUCT LIABILITY, OR FOR DEATH OR PERSONAL INJURY. NOTHING IN SECTIONS 15, 16, OR 17 WILL BE INTERPRETED AS EXCLUDING LIABILITY WHICH CANNOT UNDER APPLICABLE LAW BE EXCLUDED IN THOSE JURISDICTIONS. IF YOU RESIDE, OR ARE OTHERWISE SUBJECT TO THE LAWS IN ONE OF THOSE JURISDICTIONS, ANY STATUTORY ENTITLEMENT AVAILABLE TO YOU WILL BE DEEMED LIMITED TO THE EXTENT (IF AT ALL) PERMISSIBLE UNDER THAT LAW AND, IF LIMITATION IS NOT PERMITTED, THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU.

Indemnification

You hereby agree to defend, indemnify, and hold SPD, its directors, officers, managers, members, affiliates, contractors, employees, agents, partners, suppliers, and licensors harmless and will keep them indemnified from any third party claims or demands, including reasonable attorneys' fees, relating to, arising from, or allegedly arising from (a) your use of the Site and activities occurring under your Account; (b) your use of any product purchased from SPD; (c) our use of your User Content; (d) any violation by you of these Terms; or (e) your violation of any other party's rights or applicable law.

Notices

SPD may give you all required notices (including legal process) by any lawful method, including by posting notices on the Site or by sending notice to any email address you provide to SPD. You agree to send SPD notices by contacting us using the online forms provided on the "support" and "frequently asked questions" sections of the Site.

Reservation of Rights; Copyright and Trademark Notice

SPD and its affiliates, licensors, and suppliers own the title, copyright, and other intellectual property rights in the Site and Content, including all text, photographs, videos, images, graphics, logos, button icons, downloads, templates, product photos, and linked

documentation. SPD's rights are protected by United Kingdom and international copyright laws and other intellectual property laws and treaty provisions.

GOVERNING LAW AND EXCLUSIVE JURISDICTION; ARBITRATION

All rights and obligations relating to and under these Terms shall be governed by the laws of the England and Wales.

To resolve any dispute, controversy or claim between them arising out of or relating to these Terms, or the breach thereof, each party agrees first to negotiate in good faith for a period of not less than sixty (60) days following written notification of such controversy or claim to the other Party.

If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit to the exclusive jurisdiction and venue of the courts of England and Wales to resolve the dispute.

Force Majeure

SPD will not be required to perform any obligations under these Terms or be liable for any failure to perform if nonperformance is caused by any Act of God, war, civil disturbance, strike, work stoppage, transportation, unavailability of equipment, contingencies, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, or any cause not within the control of SPD.

Termination

SPD may, in its sole discretion, terminate this Agreement, your Account, or your use of the Site, and remove and/or discard any User Content you have provided to us with or without cause and with or without notice. The following Sections of these Terms will survive termination: 5, 6, 7, 8, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27.

General

If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect. You and SPD intend that the provisions of these Terms be enforced to the fullest extent permitted by applicable law. Accordingly, you and SPD agree that if any provision is deemed unenforceable, where possible, it will be modified to the extent necessary to make it enforceable, which may include its deletion. Section titles are only for convenience and have no legal or contractual significance. SPD may assign these Terms, in whole or in part, at any time with or without notice to you. You may not assign these Terms or assign, transfer, or sublicense your rights, if any, in the Site. These Terms will be binding upon all of SPD's successors and assigns. SPD's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. A waiver will only be binding on SPD if it is in writing and signed by SPD. These Terms (including any incorporated terms) constitute the entire agreement between you and SPD with respect to your use of the Site. Both you and SPD warrant to each other that, in entering these Terms, neither SPD nor you have relied on nor will have any right or remedy based upon any statement, representation, warranty, or assurance other than those expressly stated in these Terms. The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under applicable law. No one other than you and SPD, or SPD's successors and permitted assigns, will have any right to enforce any of these Terms.

Contact Information

If you have questions, comments, or concerns regarding the Site or these Terms, please contact us using the online forms provided on the "support" and "frequently asked questions" sections of the Site.