

# PIXEL GIRAFFE DESIGN TERMS AND CONDITIONS

Last updated November 2016

## Welcome to Pixel Giraffe Design!

*It is our intention to inform all our users with the most care. We are a Dutch company and for your convenience we provide you an English version of our Terms and Conditions in which we have added some terms that are especially applicable to our international clients and left out parts that are only applicable to Dutch customers. The text here is by no means an attempt for a direct and precise translation of the Dutch document also available on this website. We believe this version does cover all the necessary information to inform you with the most care about our relationship with you. We are however a small home based company so this document is likely to contain language errors since it is not made by a professional translation agency. We relied mostly on freely available general templates and documents (and a little common sense) to make this document. In case of any questions, please do contact us.*

*Pixel Giraffe Design refers to the company and its owners, the owners of the website, whose registered office is located in the Netherlands. Please note that for the duration of this document, this Terms and Conditions document can also be referred to as 'Agreement' for readability. 'Pixel Giraffe Design' can also be referred to as 'we'. Also, the terms 'us' and 'our' refer to Pixel Giraffe Design and its associates. The user means the legal entity to enter into these Terms of Use personally. In case of an individual that doesn't have the authority to enter this legal Agreement personally, it refers to the person legally responsible for the entity or the person that can legally act on behalf of that individual. 'User' can also be referred to as the 'customer', 'client', 'visitor' or 'viewer' of our website and web shop. The terms 'you' and 'your' also refer to user. Any use of the above terminology or other words in the singular, plural, capitalisation are taken as interchangeable and therefore as referring to same.*

**WE PROVIDE OUR SERVICES TO YOU SUBJECT TO THE FOLLOWING CONDITIONS. WHEN YOU VISIT OUR WEBSITE OR WEB SHOP YOU'LL AGREE TO COMPLY WITH THESE TERMS AND CONDITIONS. THIS DOCUMENT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, SO PLEASE READ THEM ENTIRELY AND ATTENTIVELY. IF YOU DISAGREE WITH ANY PART OF THESE TERMS AND CONDITIONS YOU MAY NOT USE THIS WEBSITE, OUR PRODUCTS OR OUR SERVICES.**

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### 0. About

Pixel Giraffe Design is a small, home based company located in the Netherlands. We make and sell unique digital designs with a focus on graphics meant for digital scrapbooking. Pixelgiraffedesign.com is the website owned by Pixel Giraffe Design. Our website also allows post, and facilitates digital file downloads that come with certain licensing (for more information about licensing, we refer to our Terms of Use). We sell our designs via an e-commerce website for digital scrapbooking ([www.digiscrap.nl](http://www.digiscrap.nl)) and might (usually on a more occasional basis) offer our products from other websites. Please do realize we have no control over those other websites. Since those websites have their own Terms and Conditions, we advise you to read them too when you visit and use those websites. You may be subject to any additional conditions enforced by the website in question, please read article 28 in this Agreement for more information.

### 1. Agreement between user and Pixel Giraffe Design

**THIS IS A LEGAL AGREEMENT BETWEEN YOU AND PIXEL GIRAFFE DESIGN. YOU ARE A LEGAL ENTITY WHO HAS AUTHORITY TO ENTER INTO THIS AGREEMENT PERSONALLY. BY VISITING [pixelgiraffedesign.com](http://pixelgiraffedesign.com), CONTINUING TO BROWSE OUR WEBSITE, AND USING OUR PRODUCTS AND**

**SERVICES YOU ARE AGREEING TO COMPLY AND TO BE BOUND BY ALL TERMS AND CONDITIONS IN THIS DOCUMENT. IF YOU DON'T AGREE WITH ANY PART OF THIS DOCUMENT, YOU MAY NOT VISIT OUR WEBSITE NOR USE OUR SERVICES AND PRODUCTS.**

BY ACCESSING AND USING OUR PRODUCTS AND CONTINUING TO BROWSE OUR WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND PROVISION OF THIS AGREEMENT BETWEEN YOU AND PIXEL GIRAFFE DESIGN, WHICH, TOGETHER WITH OUR PRIVACY POLICY GOVERN PIXEL GIRAFFE DESIGN'S RELATIONSHIP WITH YOU IN RESPECT TO OUR WEBSITE AND ALL OF ITS FUNCTIONS. YOU ARE DEEMED TO HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND TO ALL TERMS AND CONDITIONS. ANY PARTICIPATION BY USER WILL CONSTITUTE ACCEPTANCE OF THIS AGREEMENT. IN ADDITION, WHEN USING PARTICULAR SERVICES, YOU MAY BE SUBJECT TO ANY POSTED GUIDELINES OR RULES APPLICABLE TO SUCH SERVICES. FOR MORE INFORMATION ABOUT PARTICULAR SERVICES, SEE OTHER SECTIONS BELOW.

YOU REPRESENT AND WARRANT THAT YOU HAVE THE FULL LEGAL RIGHT AND AUTHORITY TO ENTER INTO THIS TERMS AND CONDITIONS PERSONALLY. YOU WILL BE JOINTLY AND SEVERALLY LIABLE FOR ANY USER FAILURE TO ABIDE BY ANY TERM OR CONDITION AS SET OUT IN THIS DOCUMENT.

WE RESERVE THE RIGHT TO TERMINATE THIS AGREEMENT AND REVOKE THE LICENSES CONTAINED WITHOUT REFUND IF YOU FAIL TO ABIDE BY ANY OF THE TERMS AND CONDITIONS MENTIONED IN THIS DOCUMENT. UPON TERMINATION, YOU MAY NOT USE ANY OF OUR PRODUCTS FROM THEN ON. ALSO, YOU SHOULD DELETE ALL PRODUCTS AND COPIES YOU OWN AND DESTROY ANY DERIVATIVE WORKS AND, WHERE REASONABLY POSSIBLE, HAVE YOUR CLIENTS AND CUSTOMERS DO LIKEWISE. LEGAL PROCEEDINGS MAY BE INITIATED IF WE PERCEIVE DAMAGES ARE CAUSED AND/OR A CRIMINAL OFFENCE HAS BEEN MADE. THIS ONLY ACCOUNTS FOR A BREACH IN THIS AGREEMENT CAUSED BY YOU; IN OTHER SITUATIONS, PRODUCTS THAT WHERE ONCE BOUGHT ARE FOR YOU TO KEEP AND USE (IN ACCORDANCE WITH THE PARTICULAR TERMS OF USE) FOREVER. PIXEL GIRAFFE DESIGN RESERVES THE RIGHT TO CHANGE OR DISCONTINUE THE WEBSITE OR THE COMPANY PIXEL GIRAFFE DESIGN IN ITS SOLE DISCRETION, AT ANY MOMENT, WITHOUT PRIOR NOTICE AS OF WHICH NO CLAIMS CAN BE MADE FOR PRODUCTS OR SERVICES EXCEPT FOR THOSE EXPRESSLY SET FORTH IN A CONTRACT OR IN APPLICABLE LAW. WE ARE NOT LIABLE FOR ANY DAMAGE CAUSED BY CHANGING OR TERMINATION OF OUR CONDITIONS, WEBSITE, SERVICES, OR PRODUCTS.

IF YOU DO NOT AGREE TO ABIDE BY ANY PART OF THESE PROVISIONS IN THIS AGREEMENT, PLEASE DO NOT VISIT OR USE OUR WEBSITE OR USE OUR PRODUCTS OR SERVICES.

## **2. Assignment**

Pixel Giraffe Design may assign or transfer this Terms of Use. User may not assign or transfer the rights granted to user in this Agreement to anyone else, without prior written consent of Pixel Giraffe Design or an authorized representative of Pixel Giraffe Design.

## **3. Severability**

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 mentioned in this document and the exclusions and limitations set out 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.

## **4. Changes to Agreement**

These Terms and Conditions shall not be amended, modified, varied or supplemented by third parties except in writing and signed by duly authorized representatives of Pixel Giraffe Design.

## **5. Waiver**

Failure of Pixel Giraffe Design to enforce any of the provisions set out in this Agreement or any terms or options, or failure to exercise any option to terminate, or any other action of Pixel Giraffe Design other than express written waiver, shall not be construed as a waiver of such provisions and shall not affect the validity of these Terms and Conditions, our Terms of Use or of any agreement or any part thereof, or the right thereafter to enforce each and every provision. A waiver of a right or remedy on any one circumstance will not be interpreted as a bar to waiver of those rights or remedies on any other circumstance, and it will not be interpreted as a waiver of any other right or provision.

## **6. Applicable law**

**BY VISITING PIXELGIRAFFEDSIGN.COM, YOU AGREE THAT THE LAWS OF THE NETHERLANDS, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS, WILL GOVERN THESE TERMS AND CONDITIONS AND ANY DISPUTE OF ANY SORT THAT MIGHT ARISE BETWEEN YOU AND PIXEL GIRAFFE DESIGN AND/OR ITS ASSOCIATES.**

The legal relationship shall be governed by Dutch law, this Agreement is subject to Dutch law and to the exclusive jurisdiction of Dutch courts. You will hereby agree that any disputes will be covered by Dutch law, within the court of 's-Hertogenbosch. In the event of any discrepancy ((note that this document is not a literal translation and some articles may be added or omitted, what we mean here are distinct contradictions) or any dispute arising because of the interpretation of the original Dutch law texts, wrong translations, grammatical errors, or other flaws, the Dutch text of our Terms and Conditions shall be decisive. In case of any inconsistency between this Agreement and any other of our terms, agreements, writing sent by us, the terms in the Dutch document shall govern. Unless otherwise specified herein, these Terms and Conditions supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Pixel Giraffe Design with respect to pixelgiraffedesign.com. Deviation from this is only possible if another country's law is declared applicable to all or part of the Agreement or a clause, or if this ensues from the law. In such cases, the other law is applicable to all of the Agreement or the appropriate part or clause thereof, and the other country's law applicable. Use of our website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section. Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of pixelgiraffedesign.com or information provided to or gathered by us with respect to such use.

## **7. International users**

Our website and our web store are located (and controlled, operated and administered) from the Netherlands. If you buy/download our products and use them from a location outside the Netherlands you agree that you will not use Pixel Giraffe Design items in any way that is prohibited by any applicable laws, regulations or restrictions. You are solely responsible for compliance with all applicable laws.

## **8. Age of majority and personal authority**

Pixelgiraffedesign.com is not designed especially for nor structured to attract children. Accordingly, we do not intend to sell our products to children. By using our website and services you also declare you have the authority to enter into this Agreement personally. This includes, but is not limited to, the declaration you have reached the age of majority in the eyes of the law applicable in your country or state of residence, so you have assumed legal control and liability over your actions and expenditure and you are of legal age to form a binding contract with Pixel Giraffe Design. When you are not of legal age or you are otherwise not authorized to enter this Agreement personally, you need permission of your parent(s) or legal guardian to use our website and web shop. In the latter case, the parent or legal guardian hereby gives us their consent to allow any of your minor dependents to use web shop and are responsible for their kids' actions including payment obligations (payments will not be executed within pixelgiraffedesign.com, only via websites where we offer our products for sale).

## **9. Electronic communications**

Sending us e-mails or posting on our website constitutes electronic communications. When communicating electronically with us, you consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

When you have any questions about payments, accessibility of products we offer for sale and any questions about other websites than pixelgiraffedesign.com please contact that particular website. For products we offer for sale, this will be Digiscrap.nl. For questions addressed to the designer, the best way to communicate is electronically, since we are a small company and have daytime jobs we are not continuously accessible and also in view of time zone differences. You can find the contact information, for Pixel Giraffe Design and the e-commerce website we use to sell our products at the foot of this document.

## **10. Privacy**

Please review our Privacy Policy, which also governs your visit to and use of our website, to understand our practices concerning our data collection and use.

## **11. Indemnification**

**YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS PIXEL GIRAFFE DESIGN AND ITS ASSOCIATES, AND AUTHORIZED THIRD PARTIES, FROM ANY THIRD PARTY CLAIMS, AND FOR ALL LOSSES, COSTS, LIABILITIES AND EXPENSES** (including reasonable attorneys' fees and costs) regarding or originating from your use of or inability to use our website, services, or products and product licenses; your (or your client's, your employee's) violation of any terms as laid out in this document; your (or your client's or employee's) violation of any of our Terms of Use or failure to abide by any restriction regarding the use of our designs; your violation of any rights of a third party;

your (or your client's or employee's) violation of any applicable laws, rules or regulations, warranty, product liability, use, storage or sale of products and any negligence.

Pixel Giraffe Design reserves the right to assume the defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with Pixel Giraffe Design in asserting any available defenses.

In case of a complaint or violation of rights by you, Pixel Giraffe Design reserves the right to give all information requested by authorized parties. We can do so without notice.

Pixel Giraffe Design is under no obligation to indemnify customer for any reason.

## **12. Liability disclaimer**

### **(liability, exclusions and limitations)**

**THE INFORMATION ON THIS WEB SITE AND AT OUR WEB SHOP IS PROVIDED ON AN "AS IS" AND "AS SEEN" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PIXEL GIRAFFE DESIGN:**

- **EXCLUDES ALL REPRESENTATIONS AND WARRANTIES RELATING TO OUR WEBSITE AND WEB SHOP AND ITS CONTENTS OR WHICH IS OR MAY BE PROVIDED BY ANY AFFILIATES OR ANY OTHER THIRD PARTY, INCLUDING IN RELATION TO ANY INACCURACIES OR OMISSIONS IN THIS WEBSITE, WEB SHOP AND/OR PIXEL GIRAFFE DESIGN'S LITERATURE; AND**
- **EXCLUDES ALL LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THIS WEBSITE, OUR WEB SHOP, ITS FUNCTIONS AND OUR PRODUCTS. THIS INCLUDES, WITHOUT LIMITATION, DIRECT LOSS, LOSS OF BUSINESS OR PROFITS (WHETHER OR NOT THE LOSS OF SUCH PROFITS WAS FORESEEABLE, AROSE IN THE NORMAL COURSE OF THINGS OR YOU HAVE ADVISED PIXEL GIRAFFE DESIGN OF THE POSSIBILITY OF SUCH POTENTIAL LOSS), DAMAGE CAUSED TO YOUR COMPUTER, COMPUTER SOFTWARE, SYSTEMS AND PROGRAMS AND THE DATA THEREON OR ANY OTHER DIRECT OR INDIRECT, CONSEQUENTIAL AND INCIDENTAL DAMAGES.**

WHILE WE ENDEAVOR TO KEEP ALL CONTENT ON PIXELGIRAFFEDESIGN AND OUR WEB SHOP UP TO DATE AND CORRECT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE COMPLETENESS, ACCURACY, RELIABILITY, SUITABILITY OR AVAILABILITY FOR ANY PURPOSE, WITH RESPECT TO, BUT NOT LIMITED TO, PRODUCT DESCRIPTIONS INCLUDING ACCOMPANYING PRODUCT PREVIEW PICTURES AND PHOTOGRAPHS, PRICES AND PRODUCTS OFFERED, INFORMATION, WEBSITE AVAILABILITY, SOFTWARE, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH OUR WEBSITE OR WEB SHOP. ALL CONTENT IS PROVIDED ON AN "AS IS"/"AS SEEN" BASIS. CONTENT ON THIS WEBSITE, OUR WEB SHOP OR AVAILABLE THROUGH THIS WEBSITE OR OUR WEB SHOP MAY CONTAIN ERRORS, INACCURACIES OR TYPOGRAPHICAL MISTAKES. ANY RELIANCE YOU PLACE ON CONTENT, WEBSITE, WEB SHOP, PRODUCTS AND SERVICES IS STRICTLY AT YOUR OWN RISK. YOU HEREBY EXPRESSLY AGREE THAT YOUR USE OF THIS SITE, ALL OF ITS CONTENTS, OUR WEB SHOP, OUR SERVICES AND PRODUCTS ARE AT YOUR SOLE RISK.

WE TRY TO BE AS ACCURATE AS POSSIBLE, HENCE PIXEL GIRAFFE DESIGN OR THIRD PARTY SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES AT ANY TIME, WITHOUT NOTICE.

NEITHER PIXEL GIRAFFE DESIGN NOR ITS SUPPLIERS MAKE REPRESENTATIONS ABOUT THE OPERATION OF THIS SITE, OUR WEB SHOP, THE PRODUCTS, GRAPHICS, INFORMATION, SOFTWARE, SERVICES AND GENERAL SUITABILITY, AVAILABILITY, RELIABILITY, ACCURACY OF INFORMATION AND TIMELINESS CONTAINED ON OUR WEBSITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH PRODUCTS, SOFTWARE, SERVICES AND GRAPHICS ARE PROVIDED 'AS SEEN' OR 'AS IS' AND 'AS AVAILABLE' BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND. PIXEL GIRAFFE DESIGN AND/OR HIRED OR AUTHORIZED THIRD PARTIES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO PRODUCTS, GRAPHICS, INFORMATION, SOFTWARE, SERVICES. THIS INCLUDES, BUT IS NOT LIMITED TO, ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PIXEL GIRAFFE DESIGN AND/OR ITS EMPLOYEES AND/OR AUTHORIZED THIRD PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, AND 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 PIXEL GIRAFFE DESIGN OR AN AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE ABOVE EXCLUSIONS AND LIMITATIONS APPLY ONLY TO THE EXTENT PERMITTED BY LAW, NONE OF YOUR STATUTORY RIGHTS AS A CONSUMER ARE AFFECTED. HOWEVER, BECAUSE SOME 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, IT'S FUNCTIONS AND/OR OUR PRODUCTS.

PIXEL GIRAFFE DESIGN MAKES NO WARRANTIES WITH RESPECT TO THE USE, STORAGE, DISPLAY, REPRODUCTION, MODIFICATION, TRANSFER, DISTRIBUTION, OR LICENSING OF OUR PRODUCTS BY ANY THIRD PARTY. IN NO EVENT WILL WE BE

LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, THAT ARE IN ANY WAY RELATED TO OUR DESIGNS, USE OF THE DESIGNS, DISTRIBUTION OF THE DESIGNS, OR LICENSING/SUBLICENSING OF THE DESIGNS. BY ACCESSING, USING, AND/OR LICENSING OUR DESIGNS IN ANY WAY, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS PIXEL GIRAFFE DESIGN FROM ALL CLAIMS, LOSSES, EXPENSES, FEES INCLUDING ATTORNEY FEES, COSTS, AND JUDGMENTS THAT MAY BE ASSERTED AGAINST YOU OR ANY LEGAL ENTITY, WHICH ARE IN ANY WAY RELATED TO THE USE, TRANSFER, DISTRIBUTION, LICENSING, OR SUBLICENSING OF OUR DESIGNS, OR ANY DERIVATIVES WORKS MAKING USE OF OUR DESIGNS. IN CASE OF COPYRIGHT INFRINGEMENT OR ANY BREACH OF OUR TERMS BY WRONG OR ILLEGAL USE ON YOUR BEHALF, YOU ARE RESPONSIBLE FOR ANY DAMAGES RESULTING FROM YOUR USE, INCLUDING ANY CLAIMS BY A THIRD PARTY. PIXEL GIRAFFE DESIGN RESERVES THE RIGHT TO CHANGE OR DISCONTINUE THE WEBSITE OR THE COMPANY PIXEL GIRAFFE DESIGN IN ITS SOLE DISCRETION, AT ANY MOMENT, WITHOUT PRIOR NOTICE AS OF WHICH NO CLAIMS CAN BE MADE FOR PRODUCTS OR SERVICES EXCEPT FOR THOSE EXPRESSLY SET FORTH IN APPLICABLE LAW. WE ARE NOT LIABLE FOR ANY DAMAGE OR NEGATIVE CONSEQUENCES CAUSED BY CHANGING, REDUCED AVAILABILITY OR TERMINATION OF OUR CONDITIONS, WEBSITE, SERVICES, OR PRODUCTS. PIXEL GIRAFFE DESIGN DISCLAIMS ANY LIABILITY WITH REGARD TO ANY INFORMATION MADE PUBLIC BY USER, AND ANY ACTIONS RESULTING FROM MAKING PERSONALLY IDENTIFYING INFORMATION PUBLIC BY USER. IF YOUR USE OF MATERIALS FROM THIS SITE OR OUR WEB SHOP RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ANY COSTS THEREOF.

### **13. Functioning of our website**

Every reasonable effort is made to keep pixelgiraffedesign.com up and running smoothly. Also, Digiscrap (a website not owned by us, but we do sell our products at the web shop there) will do the same to keep our web shop up and running. However, neither we nor Digiscrap do take responsibility for, and will be liable for, the website being temporarily unavailable or services from this site will be interrupted, due to technical issues, for maintenance, or for any other reason, either beyond our control or planned.

We do not warrant that our website or services from this site, nor our web shop are timely or error free, although it is provided to the best ability.

Pixelgiraffedesign.com had a responsive website, however we do not warrant that our website (or any software) will be compatible with your mobile devices or tablet. By using our website or services you hereby indemnify Pixel Giraffe Design and its employees, and any authorized third parties against any loss or damage, in whatever manner, howsoever caused. Please read the liability disclaimer in this Agreement for more information.

### **14. Warranty regarding products and service**

Pixel Giraffe Design makes no warranty or condition regarding the products we sell, except as expressly set forth in this Agreement. Warranties and the representations that we make in this Agreement only apply to the designs as delivered by us and will be invalid if the content is used by user in any manner in breach of, or not specifically authorized in, our Terms and Conditions or Terms of Use. The products and services we offer are furnished as is, with all faults and without warranties of any kind, like warranties of merchantability or fitness for a particular purpose you want to use it for. Your use of any information or materials on this website, our web shop and our products is entirely at your own risk, for which we shall not be liable.

Neither we nor any authorized third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on pixelgiraffedesign.com and at our web shop for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

**OUR ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIMS ARISING OUT OF THIS AGREEMENT OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE OUR DESIGNS, OR OUT OF YOUR ACTIONS IN DOWNLOADING OUR DESIGNS (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL, TO THE EXTENT PERMITTED BY LAW, BE LIMITED TO THE REPLACEMENT OF THE SPECIFIC DESIGN. ALSO, ALL CLAIMS MUST BE BROUGHT WITHIN TWELVE (12) MONTHS OF THE DATE THE CAUSE OF THE CLAIM STARTED, OR SHALL BE WAIVED, WITH THE EXCLUSION OF CLAIMS ABOUT PRODUCTS. FOR PRODUCTS CLAIMS MUST BE BROUGHT WITHIN FIVE (5) DAYS AFTER THE DATE THE PRODUCT WAS DOWNLOADED, OR SHALL BE WAIVED.**

### **15. Product description**

PIXEL GIRAFFE DESIGN AND ITS ASSOCIATES ATTEMPT TO BE AS ACCURATE AS POSSIBLE. HOWEVER, WE CANNOT NOT WARRANT THAT PRODUCT DESCRIPTIONS (INCLUDING PRICES AND THE PREVIEW OF GRAPHICS) IS COMPLETELY ACCURATE. YOU CAN REQUEST RECEIVING THE RIGHT PRODUCT IF A DESCRIPTION WAS CLEARLY WRONG AND, IF THE RIGHT PRODUCT

**IS INDEED AVAILABLE WE WILL. YOU CANNOT, HOWEVER, GET ANY OTHER COMPENSATION OR REFUND AND WE ARE NOT RESPONSIBLE FOR ANY NEGATIVE CONSEQUENCES YOU HAVE ENCOUNTERED OR WILL ENCOUNTER BY OUR (INACCURATE) PRODUCT DESCRIPTION OR ANY FLAWS UNLESS IN CASE OF GROSS NEGLIGENCE OF OUR PART. NEGLIGENCE OF THE OWNERS OF THE E-COMMERCE WEBSITE WE SELL OUR PRODUCTS AT CAN NOT BE ATTRIBUTED TO PIXEL GIRAFFE DESIGN.**

Pixel Giraffe Design and its associates attempt to be as accurate as possible in our product descriptions. However, we cannot warrant that product descriptions and accompanying photos are accurate, complete, reliable, current, or error-free. All items are offered at 300 dpi to ensure good print quality but most items are not offered in CMYK colors, so when printed colors might turn out differently (usually less bright than they look on your computer screen). We create and photograph most items ourselves to ensure usability for various projects of our clients without terms of use restrictions and to be able to offer unique designs. We also make use of public domain images, CU or CU4CU items by other designers. To the best of our knowledge, we possess all necessary legal and intellectual rights to the designs we sell. However, if you believe your copyrights are breached by Pixel Giraffe Design, please contact us with a full and proper description. If made clear to us you have a copyright claim about an item we bought or obtained from a third party, we will instantly forward the claim to the person or company we obtained the item from, after we made sure once more we indeed complied with their terms of use. In that case, Pixel Giraffe Design will accept no liability for the use of items and forwards all claims to the third party in question. In any breach of our Terms of Use by user, user shall be responsible for any damage resulting from your wrong or illegal use, including claims by any third party. Pixel Giraffe Design will instantly forward such claims and will accept no liability for any damage or claims.

If you obviously received the wrong product (for example, if we have accidentally swapped the preview image of a scrapbooking kit with another one), you can only request for receiving the right product, no liability claims are accepted for any other damages including, but not limited to, loss of profit or potential profit. In that case, Pixel Giraffe Design will make sure the client will receive the right product as soon as reasonably possible, if that right product is indeed available. If not available, we will refund as soon as possible.

## **16. Access restriction and termination**

Pixel Giraffe Design reserves the right, in its sole discretion and without prior notice, to limit your usage of or to terminate your access to our website or ask for termination to access our web shop, cease accounts, refuse or cancel services, or remove or edit content you provided.

## **17. User conduct, prohibited and illegal use**

We grant you a non-exclusive, non-transferable, revocable limited license to access and use our website and web shop, strictly in accordance with this Agreement. You must not allow any third party to access pixelgiraffedesign.com or our web shop using your username and password and download files on your behalf, or your account may be blocked. You may not use automated programs for downloading files on our website or our web shop. You may not impersonate another person or entity or misrepresent your affiliation with an entity. You shall not interfere or attempt to interfere with the proper functioning of our website or web shop under any circumstance, including, but not limited to, taking any action that imposes or may impose (in Pixel Giraffe Design's sole discretion) an unreasonable or disproportionately large load on the infrastructure for our website or web shop. Reverse engineering, decomposing, or performing any action that could damage, disable, overburden, or impair pixelgiraffedesign.com or attempt any action that may cause the above is strictly forbidden. You may not perform or attempt to perform any action with files, codes, corrupted files, or any programs designed to harm, destroy, disable, interrupt, restrict access, or otherwise limit the functionality of our website, services, or software, or hardware. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through our website. You may not use any meta tags or any other "hidden text" utilizing Pixel Giraffe Design's name or trademarks without the express written consent of Pixel Giraffe Design. Any unauthorized use may terminate the permission or license granted by Pixel Giraffe Design. Copying account information, data mining, robots or any data gathering or extraction tools are forbidden. You may not download any file posted by another user that you know, or reasonably should know, cannot be legally distributed in such manner. You may not use our website in any manner which could interfere with or restrict any other party's use and enjoyment of pixelgiraffedesign.com and our products, including, but not limited to, harassing another user of our website, providing any content that is unlawful or would violate any applicable law or regulation, or is objectionable in any way (see Materials provided by user to Pixel Giraffe Design) nor may you encourage or assist another person or entity in doing any of the foregoing activities. You may not use our website for any commercial activities, including but not limited to, unsolicited unauthorized advertising, or exploitation. You may not use our website for promotion, campaigning, engaging in chain letters, posting or engaging in contests or gambling activities, engaging in pyramid schemes, sending spam and junk e-mail or any duplicative or unsolicited messages. You may not use our website for any illegal activities or activities that may give rise to claims, violate or may violate rights of others. Also you may not use our website for facilitating any of the activities mentioned above.

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Your use of our website and web shop does not entitle you to make any unauthorized use of any protected content; you will make no other use of protected content than expressly allowed for.

Please always be careful when making any personally identifying information about yourself public. We do not regularly review content submitted nor do we endorse the content, messages or information provided by users on our website, please realize that views of our visitors do not necessarily reflect those of Pixel Giraffe Design.

You may not harvest or otherwise collect information about other visitors or users of our website or the e-commerce site we sell our products at (including, without limitation, their e-mail addresses, other contact information and photographs) without their express consent. You may not gather any data considering payments, credit or debit cards or attempt to do so. You may not bypass any of the measures Pixel Giraffe Design or authorized third parties take to restrict access to (parts of) our website or web shop, or attempt to do so. You may not systematically retrieve data or other content from our website or web shop, whether manually or by use of or automated processes or programs, or attempt to do so. You may not use any other device to manipulate, gather or analyze data. You may not observe or intercept any proprietary communications protocol used by a customer or a server in any way or attempt to do so. You may not use, create or facilitate any unauthorized connection to our website or web shop or any connection not expressly set forth in this Agreement or without express written permission by Pixel Giraffe Design or its authorized representatives.

Unauthorized use of this website, our web shop or our products may give rise to a claim for damages and/or be a criminal offence. You may not violate any applicable law or regulation.

## **18. User accounts**

You can make an account at the site where our web shop is located, in order to comment, post or buy and download products or post and download product from our website. By creating an account you thereby declare you have reached the age of majority. When an individual is not of legal age or is otherwise not authorized to enter legal agreements personally, that individual needs permission of their parent(s), legal guardian or the person legally responsible for that individual and that can legally act on behalf of that individual to use our website and web shop and that person may only use our website with involvement of a parent, legal guardian or the person legally responsible.

We do not allow to create more than one account per individual user to prevent misuse. You may not assign, share or otherwise transfer your account to another entity. Once we notice any third party accessing our site or web shop using your username and password your account may be blocked. Pixel Giraffe Design is not responsible for monitoring unauthorized use of your account and you hereby acknowledge that Pixel Giraffe Design is not responsible for any third party access to your account that results from misappropriation or theft of your account. When you use pixelgiraffedesign.com or sign in to use our web shop, you are responsible for preserving the confidentiality of your account, your password, and for restricting access to your computer. You agree to accept accountability for all activities that occur under your account and password, including payments made or to be made to Pixel Giraffe Design.

You agree that no employment, joint venture, partnership, or agency relationship exists between you and Pixel Giraffe design as a result of this Agreement, by creating an account or by use of our website and our services.

## **19. Materials provided by user to Pixel Giraffe Design**

Visitors may provide to us content, whether physical, electronic and/or intellectual (including, but not limited to, comments, suggestions, ideas, questions, reviews, layouts made by you with our designs, and feedback) that you upload, e-mail, post, send, input, or otherwise submit to pixelgiraffedesign.com and its associates, on our social media pages, or any associated services (collectively 'your Provided Content').

Visitors may submit content, as long as your Provided Content:

- (a) is not illegal, infringing the rights of any person or entity, obscene, threatening, defamatory, libelous, invasive of privacy, discriminatory, or promoting discrimination, hatred, racism or harm against any individual or group, or giving rise to civil liability, promoting illegal activities, or is in any other way be objectionable or harmful to any entity;
- (b) is not infringing of intellectual property rights, or contain inaccurate contents or you may reasonably know information you provide may be inaccurate, contain inside information or may otherwise be considered property or confidential;
- (c) is relevant;
- (d) does not consist of or contain political campaigning, contests, games, advertisement, commercial exploitation, conduct or forward surveys, or any form of solicitation or advertisement;
- (e) does not consist of or contain chain letters, mass mailings, or any form of "spam";
- (f) does not contain any computer viruses, or any computer code that may harm, destroy, disable, interrupt, or limit the functionality of our website, services, software or hardware;
- (g) does not violate this Agreement.



You agree to publish your name or username in connection with your Provided Content, or you hereby grant Pixel Giraffe Design and its associates permission to publish your name or username in connection with your Provided Content, if we choose. You may not impersonate any person or entity, use a false e-mail address or other contact information (when provided), or otherwise mislead as to the origin of a sender or the contents.

You agree that your Provided Content is proper and related to the particular medium. Pixel Giraffe Design is under no obligation to post or use any submission you may provide.

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We do not claim ownership to your Provided Content.

Translations of your Provided Content may not be totally accurate.

We also have a social media presence and use Facebook among other social media platforms. Please realize that all of the standards mentioned in this Agreement also apply for any submission provided by you on our social media pages and are also subject to any additional conditions enforced by the social media platform in question. Please note that regardless of the medium used for your Provided Content, we reserve the right to use, publish, repost, publicly perform, reproduce, distribute and copy it via other media owned or used by us (for example, a layout you made and send to us by e-mail or posted on our website, can be used for our newsletter or as promotion for our products on social media).

You agree that no employment, joint venture, partnership, or agency relationship exists between you and Pixel Giraffe Design as a result of this Agreement, by providing any content. No compensation will be paid with respect to the use of your Provided Content, as provided herein.

Pixel Giraffe Design reserves the right (but not the obligation) to monitor and remove or edit any content submitted in our sole discretion without prior notice. We do not regularly review content submitted. Pixel Giraffe Design or its associates shall not be liable for claims resulting from content provided by customers or users of our website or web shop. We also reserve the right to terminate your ability to post on our website or social media platforms all together, without notice.

If you believe that content on our website provided by another user may breach any of the standards for provided content by users, you can notify us by sending us an e-mail or using the contact form on our website. We would appreciate a short explanation why you believe the content does not comply with our Terms of Use and a clear description where to find the content you want to alert us about. Reporting content will not automatically lead to removal or alteration, but will ensure we look at it as soon as reasonably achievable, and then decide what to do. Since we are a very small home based we appreciate input from our visitors since we cannot monitor all content provided, at least not on a frequent basis.

## **20. Trademarks**

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## **21. Copyright and intellectual property right provision**

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## 22. Nature of products offered

**PLEASE NOTE WE ONLY OFFER DIGITAL, NOT PHYSICAL, GOODS.**

Please realize we only sell digital goods. When you buy our products, no physical goods will be shipped. Pictures we use in our web shop may occasionally show pictures of physical items like mugs or t-shirts, which are only intended as example for our customers (how our designs may look when printed on such physical objects). Customers have to, if desired, print our graphics on physical objects themselves.

## 23. Prices

Our web shop host (digiscrap.nl) includes taxes in the prices show on our web shop, for your convenience. Prices may differ from the amount you will actually have to pay because of fluctuation of value of currency, taxes and local tax reassessments and may differ based on the country or state you have placed your order from. Neither Pixel Giraffe Design nor Digiscrap can be held responsible for any miscalculation or outdated tax rates in this third party plugin or be held responsible for possible wrong conversions and potential extra (local) costs due to currency conversion. The value of currency may fluctuate based on factors beyond Pixel Giraffe Design's and Digiscrap's control. Potential extra costs, due to local tax reassessment or otherwise are solely born by the client. We reserve the right to change prices of our products and services in our sole discretion, at any time, without notice (including special priced products), but within a period stated in an offer we will not increase prices of products. We strive to be as accurate as possible, but items in our web shop may be mis-priced. In the case of human or computer error Pixel Giraffe Design reserves the right to re-invoice for the correct price.

## 24. Refund policy

**PLEASE MAKE SURE, BEFORE BUYING OUR PRODUCTS THAT, ONCE YOU'VE DOWNLOADED THEM, YOU CANNOT GET A REFUND DUE TO THE NATURE OF OUR GOODS. MAKE SURE YOU BUY THE RIGHT PRODUCT WITH THE RIGHT LICENSE AND YOU KNOW HOW TO USE THEM. REALIZE THERE IS NO COOLING-OFF PERIOD.**

Since our products are non-tangible irrevocable digital goods, all purchases are final and not refundable. Please read the product description carefully and under what terms you can use them so you know you buy the right product for you, before purchasing them. Make sure you know how to use our products or how you can learn to

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## 25. Risk of loss

Please do realize you are solely responsible for the correct storage of the products once you have downloaded products from the e-commerce website our web shop is located. We can in no event be held responsible for the loss or damage of those item(s). Lost or damaged items can of course be repurchased, if they are still available; free products can be bought if they are offered as paid products beyond the duration of free downloading or may not be available anymore. Free products ('freebies') may usually be redownloaded more often, sometimes even for an unlimited number of times, but the time period for free downloading may be limited (usually until a certain date). No rights can be derived from having missed the period in which a product was available for free.

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## 26. Delivery

Sells and delivery of paid products are executed by Digiscrap.nl. We refer to the general conditions and the administrators of this website for more information about this e-commerce website. Products are made with the utmost care by Pixel Giraffe Design, but expressly offered 'as is' and 'as seen', without warranty of any kind, express or implied, to the maximum extent permitted by law, including, but not limited to, warranties of merchantability, profit, fitness for a particular purpose and impeccability.

Digiscrap.nl will exercise the greatest possible care when receiving and implementing orders for products. Products will usually automatically become available for download after successful payment, with an exception for manual transfer. In that case, delivery of the products will take place within two business days after successful payment.

The products will be delivered by sending them to the email address provided by the customer to Digiscrap. It is the responsibility of the consumer to provide Digiscrap.nl with a correct and current email address.

Like mentioned before, products are made available to consumers immediately after a successful electronic payment. In case of any malfunction within this automated system Digiscrap will, as soon as reasonably possible, look after the problem and send the products to the customers. If you notice any problem or abnormality, please contact Digiscrap immediately. If a product cannot be delivered, the customer receives notice through Digiscrap, within 30 days after the order has been placed. In that case, the customer has the right to terminate the delivery without any cost and will be fully compensated in case any payments have been made. However, nor Digiscrap nor Pixel Giraffe Design shall be liable for any extra costs or damages directly or indirectly caused by the failed delivery. Digiscrap will pay the refund as soon as possible, but always within 14 days after cancellation or proved failure of delivery.

## 27. Terms of Use

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We reserve the right to revise our Terms of Use at any time, at our sole discretion, without prior notice. The latest version of our Terms of Use will supersede all prior versions, so please review the version on our website since that is the most up to date version. Any changes will take effect immediately as soon as it is made public on [pixelgiraffedesign.com](http://pixelgiraffedesign.com). It will be your

responsibility to abide by the Terms of Use applicable, so please make sure you read the latest version on our website before you intend to use them.

In the event of any inconsistency between our Terms of Use and the terms contained in this Agreement, the Terms and Conditions shall govern.

## **28. Links to other websites and third party services**

Our website may contain links to other websites for your convenience or because we think the websites may interest our visitors. Publication of other websites and hyperlinking does not necessarily imply endorsement by Pixel Giraffe Design in any way of that website or any association with its operators or owners. Once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, Pixel Giraffe Design cannot be responsible for contents of other websites, any changes or updates to linked sites, and for the protection and privacy of any information which you provide whilst visiting those websites since such website are not governed by our privacy policy. Also, you realize that we do not monitor or review the content of the other websites which are linked to from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by Pixel Giraffe Design and its employees. We should not be regarded as the publisher of such opinions. You are solely responsible for any harm that might be caused by visiting and using other websites and services provided by third parties, so exercise caution. We encourage you to read the privacy statement and terms and conditions applicable to the website in question.

Certain services, products or functionalities made available via our website or in our web store are delivered by third party providers. For example, our website is hosted on Wordpress and Digiscrap (an e-commerce website not owned by us, but we do sell our products there) uses XCart as e-commerce platform to allow sales. We sell our product via the e-commerce website Digiscrap. They also made payment transaction processors and gateways like PayPal available on their website. In general, third party organizations like these will only use, gather and disclose your information to the required extent needed to execute services they provide to Pixel Giraffe Design.

When providing personal information to Pixel Giraffe Design or Digiscrap for executing certain services that involve authorized third parties you hereby understand and agree that these third parties may access and use your personal information for the exclusive purpose of providing you the requested service, in accordance with your privacy settings on those third party websites. Payment providers have their own privacy policies and we are obligated to provide them with the required information for transactions and payments made by you. We recommend reading the privacy statements of that specific payment gateway if you are interested in how your personal data are handled by them. Please also realize that some of these payment providers may be located in a different country or have facilities located elsewhere and hence may have a different jurisdiction than either you or us. If you choose to proceed with a transaction that involves the services of a third-party service provider, then your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located.

**BY VISITING OUR WEBSITE AND WEB SHOP AND USING PRODUCTS OR SERVICES OPERATED BY THIRD PARTY ORGANIZATIONS ORIGINATING FROM OUR WEB SHOP OR WEBSITE YOU ACKNOWLEDGE AND CONSENT THAT PIXEL GIRAFFE DESIGN HAS NO DIRECT CONTROL OVER THESE THIRD PARTY ORGANIZATIONS AND SERVICES. ALSO, BY USING ANY PRODUCT, SERVICE OR FUNCTIONALITY YOU ACKNOWLEDGE AND CONSENT THAT WE MAY SHARE INFORMATION AND DATA WITH ANY THIRD PARTY WITH WHOM PIXEL GIRAFFE DESIGN HAS A CONTRACTUAL RELATIONSHIP TO PROVIDE THE REQUESTED PRODUCT, SERVICE OR FUNCTIONALITY ON BEHALF OF PIXEL GIRAFFE DESIGN AND ITS USERS AND CUSTOMERS. IF YOU DO NOT AGREE WITH ANY INFORMATION ABOUT YOU SHARED WITH THIRD PARTIES, YOUR ONLY OPTION IS NOT TO USE THESE FEATURES AND SERVICES. PIXEL GIRAFFE DESIGN WILL NOT ACCEPT ANY RESPONSIBILITY FOR ANY LOSS OR DAMAGE IN WHATEVER MANNER, HOWSOEVER CAUSED, RESULTING FROM VISITING AND USAGE OF THIRD PARTY WEBSITES, SERVICES AND YOUR DISCLOSURE OF PERSONAL INFORMATION TO THIRD PARTIES.**

Please see our liability disclaimer in this Agreement for more information.

## **29. Links to pixelgiraffedesign.com**

You are granted a limited, revocable, and non-exclusive right to create a hyperlink to our pixelgiraffedesign.com. You may link to our website as long as you:

- (a) only provide a link from a website that is owned by you or you have authority do to so;
- (b) do not create a link in such a way that suggest any form of association with Pixel Giraffe Design (including, without limitation, partnerships, joint ventures and any employment) nor suggest any approval on our part where none exists;

- (c) only provide a link that does not harm our reputation and does not portray Pixel Giraffe Design, its associate, our products, or our services in a false, misleading, derogatory, or otherwise unfair or offensive way;
- (d) do not take advantage or obtain commercial gain in any form;

We reserve the right to withdraw linking permission, without notice.

You may not frame or mirror pixelgiraffedesign.com on any other website or provide direct download links for our products (including freebies) from your website. You can however link back to our website to access the (free) download.

You agree that no employment, joint venture, partnership, or agency relationship exists between you and Pixel Giraffe design by creating a link to our website, web shop, and our services.

### 30. Disclosure of personal data

We do not disclose your personal information unless we are obligated or requested (either by you, or an authoritative source) to do so. To protect your personal data, we take reasonable precautions and follow best practices to make sure it is not inappropriately accessed and disclosed or subject to misuse. Please refer to our Privacy Policy for more detailed information concerning collection and use of your personal information.

Please realize no method of transmission over the Internet or electronic storage is 100% secure, and even though we will take all reasonable measures to safeguard personal data against unauthorized disclosure, we cannot be held liable for any damages resulting from any unauthorized or illegal access and use. Please refer to our liability disclaimer in this document for more information. For more information about the way your personal information is used, please refer to our Privacy Policy.

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Pixel Giraffe Design nor a customer shall be liable for any delay or failure to perform any obligation under any agreement resulting from causes and event beyond reasonable control and that could not have been reasonably foreseen, like any Act of God, natural disaster or sudden manmade eventuality outside of their control, including, but not limited to, acts of terrorism, riot, civil unrest, act of civil or military authority, uprising, shortages of energy, flood, and earthquake. Any party affected by such an event shall immediately inform the other party of the event as soon as reasonably possible and shall use all reasonable endeavours to comply with the Terms and Conditions contained herein. If compliance is not reasonably possible it will cause the termination of the agreement or obligation entered into.

### 32. Change to our terms, policies, and agreements

**THIS TERMS AND CONDITIONS DOCUMENT IS SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.**

Pixel Giraffe Design may change this document, or any of our other policies, terms, and agreements to update, amend, or improve our services, or when modifications are required in our sole discretion. We reserve the right to modify this Agreement and any of our other documents at any time and without prior notice, so please review these frequently and ensure that you are happy with any changes made. Your continued visit or use of our website, services and products will signify your acceptance of any adjustment to this Agreement. Any updates will take effect immediately as soon as it is made public on our website, and the most current version will supersede all prior versions. 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.

We may or may not notify you about changes via posts on our website (usually depending on whether it was just a small textual change or an important content related alteration of our terms).

We may make changes after reviews and customer feedback, so please inform us with your complaints or queries.

### 33. Contact information

If you have any problems with or concerns about our products, Terms of Use, Privacy Policy or this Terms and Conditions document, please don't hesitate to contact us! Since we are a very small home based company, have day time jobs and kids, and a lot of our customers live in other time zones **so we suggest reaching us electronically**. We usually answer within two days, but it may take longer, especially during the holiday season or vacations. Questions can be directed to **info@pixelgiraffedesign.com** or you can use the contact form on our website. For any questions, complaints or concerns not directed at the designer, for example questions about the e-commerce website where we sell our products, (digiscrap.nl) for example considering payments and payment options, delivery problems et cetera we appreciate it if you directly contact the owners of the website, preferably by e-mail: **info@digiscrap.nl**.

KvK-nummer: 67012183

E-mailadres: info@pixelgiraffedesign.com

Our products are sold through Digiscrap digitaal scrappen:

Website:

<http://winkel.digiscrap.nl>

Digiscrap

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