

Terms of Service

The following terms and conditions (the "Agreement") govern all use of the Startup Vitamins website (the "Site") and the services available on or at the Site (taken together with the Site, the "Service").

The Service is owned and operated by Printful Inc. ("Startup Vitamins"). The Service is offered subject to your (the "User") acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on the Site by Startupvitamins.com – including, without limitation, Shipping, Return Policy, Privacy Policy and others. If you do not agree to this Agreement, do not use the Site.

1. ACCESS

Subject to the terms and conditions of this Agreement, the Service is provided solely for User's own personal use, and not for the use or benefit of any third party. Startupvitamins.com may change, suspend or discontinue the Services at any time, including the availability of any feature, or content. Startupvitamins.com may also impose limits on certain features and services or restrict User's access to parts or all of the Services without notice or liability. User certifies to Startupvitamins.com that if User is an individual (i.e., not a corporation) User is at least 18 years of age. User also certifies that it is legally permitted to use the Service, and takes full responsibility for the selection and use of the Service. This Agreement is void where prohibited by law, and the right to access the Service is revoked in such jurisdictions.

2. MODIFICATIONS

Startupvitamins.com reserves the right, at its discretion, to modify this Agreement at any time by posting a notice on the Site, or by sending User a notice via e-mail or postal mail. User shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Service by User following such notification constitutes User's acceptance of the terms and conditions of this User Agreement as modified.

3. PAYMENTS AND FEES

Startupvitamins.com currently accepts PayPal and following credit cards at this time: American Express, VISA, MasterCard, and Discover.

When you purchase a Product, or use a Service that has a fee, you will be charged then current fees, which we may change from time to time. Changes to our fees are effective after we provide you with at least fourteen (14) days' notice by posting the changes on the Site, e-mail notification, or by other means. We may choose to temporarily change the fees for our services for promotional events or new Services, and such changes are effective when we post the temporary promotional event or new Service on the Site. The sale will be submitted for processing as soon as you click on the "confirm" button. You will then receive an e-mail from us.

By placing an order through the Site, you are confirming that you are legally entitled to use the means of payment tendered and, in the case of card payments, that you are either the cardholder or have the cardholder's express permission to utilise the card to effect payment.

We may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of refusing or suspending any transaction after processing has begun.

Unless otherwise stated, all fees and payments are quoted in U.S. Dollars. User is responsible for paying all fees, payments and applicable taxes associated with our Site and Services.

After receiving your order you will receive an e-mail from us confirming the details, description and price for the Products ordered together with some information on your rights to return your goods. Payment of the total price plus delivery must be made in full before dispatch of your Products.

4. LOCAL TAXES

User is responsible for all sales taxes (as applicable).

5. SHIPPING AND RETURN

Purchases are subject to Startupvitamins.com Shipping and Return Policy.

6. DESCRIPTION OF PRODUCTS

Whilst many component parts of our Products are standard, all Products available for purchase are described on their specific design page on our Site. We always try to represent each design as accurately as

possible via photography and copy points provided by designers, artists or photographers.

We have a policy of continuous Product development so we can provide you with what we consider the best design combined with best performance, and thus reserve the right to amend the specifications of Products, their price, packaging and any Service associated at any time, without prior notice. Before ordering, we thus invite you to have a close look at the Product description and design. We use our best efforts to provide you with the best images and description, but unfortunately cannot guarantee that colors and details in website images are 100% accurate representations of the product, and sizes might in some cases be approximate.

7. PURCHASE OF PRODUCTS

Your order represents an offer to us to purchase a Product which is accepted by us once we have sent you an email order confirmation. Any Products on the same order which we have not confirmed in an order confirmation e-mail do not form part of that contract.

Startupvitamins.com shall under no circumstances be held liable for any special losses due to specific circumstances of the customer, indirect or consequential losses or wasted expenditure.

Orders are placed and received exclusively via the Site. Before ordering from us, it is User's responsibility to check and determine full ability to receive the Products. Correct address and post code/zip code, up-to-date telephone number and e-mail address are absolutely necessary to ensure successful delivery of your Products. All information asked on the checkout page must be filled in precisely and accurately.

Startupvitamins.com will not be responsible for missed delivery because of a wrong delivery address or an inappropriate phone number. Should you like to ask for a change in the delivery address, notify change in a phone number or any other special requirements, please contact Startupvitamins.com via e-mail.

8. DELIVERY

We deliver to most places in the world. Delivery prices may vary depending on delivery location, and additional charges may be added to the order for remote or difficult to access locations that require special attention. Standard delivery charges are shown on our checkout page; however we reserve the right to advise you of any additional delivery charges that apply to your specific delivery address.

Delivery lead time may vary however we aim to supply products within the U.S. within 10 working days of acceptance of order. Products supplied outside the U.S. will normally be delivered within 20 working days of acceptance of order. We can not guarantee delivery dates and accept no responsibility, apart from advising you of any known delay, for products that are delivered after the estimated delivery date.

This is only an average estimation, and some delivery can take longer, or alternatively be delivered much faster. All delivery estimates given at the time of placing and confirming order are subject to change. In any case, we will do our best to contact you and advise you of all changes. We try our best to make delivery of your product as simple for you as possible.

Depending on the location for the delivery, different carriers and services might be used to deliver your order, but all will be well vetted and of proven reliability.

9. RELEASE

If you have a dispute with one or more Users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. You agree that Startupvitamins.com has no control over and does not guarantee the delivery of the advertised collaborations and that Startupvitamins.com shall be released from any and all damages resulting from the failure to receive any benefits of an anticipated collaboration.

10. TRADE MARKS

If you use any of our trade marks in reference to our Products or Services, you must include a statement attributing that trade mark to us. You must not use any of our trade marks in or as the whole or part of your own trade marks; in connection with activities, Products or Services which are not ours; in a manner which may be confusing, misleading or deceptive; or in a manner that disparages us or our information, products or services (including this Site).

11. INDEMNITY

You will indemnify and hold us (and our officers, directors, agents, subsidiaries, joint ventures, and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

12. LAW AND JURISDICTION

If a dispute arises between you and Startupvitamins.com, we strongly encourage you to first contact us

directly to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation. Contracts for the purchase of Products through our Site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) must be resolved by a court located in the State of California. Any dispute or claim arising out of or in connection with Agreement or its formation (including non-contractual disputes or claims) will be subject to the nonexclusive jurisdiction of the courts of the State of California.

13. GENERAL

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign this Agreement upon notice to you. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement.

We may amend this Agreement at any time by posting the amended terms on this Site. Except as stated elsewhere, all amended terms shall automatically be effective thirty (30) days after they are initially posted. This Agreement may not be otherwise amended except in a writing signed by you and Startupvitamins.com. This Agreement sets forth the entire understanding and agreement between you and Startupvitamins.com with respect to the subject matter hereof.

Privacy policy

It is our policy to respect your privacy regarding any information we may collect while operating our website.

1. PERSONAL INFORMATION

Before ordering products on Startupvitamins.com, you must complete an online registration form. By doing so, Startupvitamins.com, you agree that all information provided is true and accurate. During registration, you will be prompted to provide to us certain personal information, including but not limited to your name, shipping and billing address, phone number, email address, and credit card number. In addition, we may also ask you for your country of residence and/or your organization's country of operation, so we can comply with applicable laws and regulations, and for your gender. These kinds of personal information are used for billing purposes, to fulfill your orders, to communicate with you about your order and Startupvitamins.com, and for internal marketing purposes. If we encounter a problem when processing your order, your personal information may be used to contact you.

Startupvitamins.com may collect statistics about the behavior of visitors to its website. Startupvitamins.com may display this information publicly or provide it to others. However, Startupvitamins.com does not disclose personal information other than as described here.

2. DISCLOSURE OF INFORMATION

Startupvitamins.com discloses personal information only to those of its employees, contractors and affiliated organizations that need to know that information in order to process it on Startupvitamins.com behalf or to provide services available at Startupvitamins.com website, and that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country.

Startupvitamins.com will not rent or sell personal information to anyone. Other than to its employees, contractors and affiliated organizations, as described here, Startupvitamins.com discloses personal information only in response to court order other governmental request, or when Startupvitamins.com believes in good faith that disclosure is reasonably necessary to protect the property or rights of Startupvitamins.com, third parties or the public at large.

3. COOKIES

Startupvitamins.com employs cookies. Cookies are alphanumeric identifiers that we transfer to your computer's hard drive through your web browser to enable our systems to recognize your browser. Most internet browsers are initially set to accept cookies. You can set your browser to refuse cookies from web

sites or to remove cookies from your hard drive, but if you do, you will not be able to access or use portions of Startupvitamins.com. We have to use cookies to enable you to select products, place them in an online shopping cart, and to purchase those products. If you do this, we keep a record of your browsing activity and purchase.

4. SUBSCRIPTION

If you wish to do so, you may subscribe to marketing emails by completing the relevant fields on the Startupvitamins.com site. You may opt out of marketing emails by clicking the "Unsubscribe here" link found in the footer of each marketing email. Alternatively, you may cancel your subscription at any time by sending an email to support@startupvitamins.com.

If you have provided your email address on the site, Startupvitamins.com may occasionally send you an email to solicit your feedback. Startupvitamins.com takes all measures reasonably necessary to protect against the unauthorized access, use, alteration or destruction personal information.

5. BUSINESS TRANSITIONS

If Startupvitamins.com, or substantially all of its assets were acquired, or in the event that Startupvitamins.com goes out of business or enters bankruptcy, your personal information would be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of Startupvitamins.com may continue to use your personal information as set forth in this policy

6. PRIVACY POLICY CHANGES

Although most changes are likely to be minor, Startupvitamins.com may change its Privacy Policy from time to time, and in Startupvitamins.com sole discretion. Startupvitamins.com encourages you to frequently check this page for any changes to its Privacy Policy. Your continued use of this site after any change in this Privacy Policy will constitute your acceptance of such change.