

Returns

Most merchandise can be returned within 60 days of the purchase date. A refund will be issued to the original form of payment at the original selling price. If returned after 60 days, a merchandise credit will be issued at the original selling price.

Terms of Service

Overview

This website is operated by House of Joy Designs. Throughout the site, the terms “we”, “us” and “our” refer to House of Joy Designs. House of Joy Designs offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Online Store Terms

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

General Conditions

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Accuracy, Completeness, and Timeliness of Information

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

Ratings & Reviews

By submitting a product rating or review, you represent and warrant that:

- You understand you are participating in a public forum and that your content and other personal information will be available to all other users of the website.
- You are the sole author and owner of the intellectual property and other rights thereto (or have the necessary licenses, rights, consents and permissions to use and provide a non-exclusive license to House of Joy Designs to use all intellectual property and other rights thereto to enable inclusion and use of the content in the manner contemplated by these Terms of Use);
- You understand that your reviews may be utilized and distributed by House of Joy Designs in its marketing materials, including but not limited to, kimlayneinteriors.com, House of Joy Designs emails, social channels, and store materials;
- All “moral rights” that you may have in such content have been voluntarily waived by you and you do not require that any personally identifying information be used in connection with the content that you submit, or any derivative works of or upgrades or updates thereto
- All content that you post is accurate;
- You are at least 13 years old and, if you are a minor, that you have obtained the consent of your parent or legal guardian to use the site and their agreement to these Terms of Use;
- and that use of the reviews you supply does not violate these Terms of Use and will not cause injury to any person or entity.

You also represent and warrant that any product reviews you submit:

- Is not false, inaccurate or misleading;
- Does not harm minors;
- Does not infringe any copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy of any person or entity;
- Does not violate any obligations you may have with respect to such content under any law or under contractual or fiduciary relationships (such as, but not limited to, inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Does not violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- Is not, or would not reasonably be considered to be, unlawful, harmful, defamatory, trolling, bullying, libelous, vulgar, obscene, invasive of another’s privacy, hateful, racially or religiously biased or offensive, abusive, tortious, threatening or harassing to any individual, partnership or corporation;
- Is not submitted for compensation or other consideration from any third party;
- is relevant to the product being rated and reviewed
- does not include any information that references other websites, addresses, email addresses, contact information or phone numbers;
- Complies in all respects with these Terms of Use, our Privacy Policy and all Guidelines and Rules;
- Is not a form of phishing and does not contain unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;
- Does not contain any computer viruses, worms or other potentially damaging computer programs or files; and
- Does not impersonate any person or entity, including, without limitation, any House of Joy Designs official, forum leader, guide or host, or falsely states or otherwise misrepresents your affiliation with a person or entity.

For any review that you submit, you grant House of Joy Designs a worldwide, perpetual, non-exclusive, irrevocable, royalty-free, sublicensable and transferable right and license to use, reproduce, communicate, distribute, share, copy, modify, delete in its entirety, edit, adapt, publish, translate, publicly display, publicly perform, use, create derivative works from and/or sell and/or distribute such content and/or incorporate such content into any form, medium or technology whether now or hereafter known throughout the world without compensation to you. This license will survive the termination of these Terms of Use and your use of the site.

All content that you submit is not confidential and may be used at House of Joy Designs sole discretion. House of Joy Designs may or may not pre-screen content. However, House of Joy Designs and its designees will have the right (but not the obligation) in their sole discretion to pre-screen, change, condense or delete any content on the site. In particular, House of Joy Designs and its designees will have the right to remove any content that House of Joy Designs deems, in its sole discretion, to violate the provisions of these Terms of Use. House of Joy Designs does not guarantee that you will have any recourse through to edit or delete any content you have submitted. House of Joy Designs reserves the right to incorporate any content you have submitted into any account you may have, now or in the future, as a registered user of the site. House of Joy Designs reserves the right to remove or to refuse to post any review for violation of

any relevant terms or guidelines. You acknowledge that you, not House of Joy Designs, are responsible for the contents of any review you submit. None of the content that you submit shall be subject to any obligation of confidence on the part of House of Joy Designs clients, subsidiaries, affiliates, partners or third-party service providers and their respective directors, officers and employees.

Your Use of Content and Limitation of Liability

House of Joy Designs provides the site and services on the site as a forum only. House of Joy Designs is not liable for any statements, representations, or content provided by its users in any public forum on the site. Any content, if displayed, is displayed for entertainment and informational purposes only. More generally, content posted is not controlled by House of Joy Designs. House of Joy Designs cannot guarantee the accuracy, integrity or quality of such content. You understand that by using the rating and reviews feature, you may be exposed to content that may be offensive, indecent or objectionable and House of Joy Designs shall not be liable for any such content and that the risk of harm or damage from the foregoing rests entirely with you. Under no circumstances will House of Joy Designs be liable in any way for any content, including, but not limited to, for (i) any errors or omissions in any content; or (ii) any loss or damage (including, without limitation, personal injury or property damage) of any kind incurred as a result of the use of any content posted, emailed or otherwise transmitted via the site.

You may access the content and any other content on the site only as permitted under these Terms of Use and the Privacy Policy and you agree to not engage in the use, copying or distribution of any of the content other than as expressly provided herein.

You agree not to circumvent, disable or otherwise interfere with security-related features of the site or features that prevent or restrict use of any content or enforce limitations on use of the site or the content therein. You may not interfere with or disrupt the site, or servers or networks connected to the site, or disobey any requirements, procedures, policies or regulations of networks connected to the site, including by using any device, software or routine to bypass robot exclusion headers. House of Joy Designs reserves all rights not expressly granted in and to the content.