

Wix Stands with #BlackLivesMatter

Store Terms of Use

Welcome to the Wix Stands with #BlackLivesMatter store (the “**Store**”), a store owned and operated by DeviantArt Inc., a subsidiary of Wix.com Ltd. (Collectively “**We**,” “**Us**,” or “**Our**”). Please read the following terms of use (“**Terms**”) as they govern your access, use and purchase from our Store. By accessing the Store, you agree to follow and be bound by these Terms as well as any other terms, guidelines or rules that apply to any portion of the Store, without limitation or qualification. If you do not agree to these Terms, please do not access, use or purchase from the Store in any way.

Additionally, We reserve the right to modify these Terms at any time without prior notification. Please review this page periodically for changes. Any access of our Store at any time constitutes full acceptance of our service Terms.

1. Placing an order

- a. In order to access, use or purchase a product from our Store, you must be of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to access, use or purchase a product from the Store if doing so is prohibited in your country or under any law or regulation applicable to you.
- b. When placing an order, you agree and acknowledge that: (i) you are responsible for reading the full item listing before making a commitment to buy it, and (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.
- c. All orders are subject to acceptance and availability. When placing an order you undertake that all details you provide to Us are true and accurate, and that you are an authorized user of the credit or debit card used to place your order. Once you have placed an order with Us, you will receive an order confirmation email acknowledging receipt of your order.

This email is not an acceptance of your order, just a confirmation that We have received it and are processing it.

- d. We reserve the right not to accept your order in the event that the items ordered are out of stock, do not satisfy our quality control standards and are withdrawn by Us, or any other reason as determined in Our sole discretion. This might mean that in a multi item order all parts may not be available, or that an order is delivered in parts.
- e. Products made available through the Store are intended for noncommercial use, and purchase of any products for resale purposes is strictly prohibited.
- f. You acknowledge and agree that we may conduct a pre-payment screening on you and the information you have provided. These checks are designed to prevent Us from conducting business with a sanctioned individual, entity or country in violation of any applicable laws and regulatory requirements in the territories we operate.
- g. By placing an order, you allow Us to process payments, refunds and adjustments for your transactions, remit funds to your bank account where applicable, charge your credit card or debit the account linked to your debit card, as applicable, and pay Us or Our affiliates any amounts you owe in accordance with these Terms.

2. Shipping and Delivery

- a. We use a third party, Printful Inc., for the print, handling, shipping, labeling and other fulfillment activities, and purchased items are subject to [Printful's terms and policies](#).
- b. After you place your order, processing time may take up to 2 business days.
- c. We only ship to all 50 US states.
- d. Your order will be dispatched within 7 business days.
- e. Estimated delivery may take up to 14 business days from dispatch.
- f. Shipping transit times vary, and We assume no responsibility for delays caused by shipping carriers, weather or any other event out of our control. Your order may arrive late due to unforeseen delays in delivery service, the breakdown of equipment, backorders etc.
- g. Products are shipped to you based on the information you provide Us and you are responsible for the accuracy of such information. If any regulations are breached (including but not exclusively export/import

regulations) due to inaccurate information provided by you then you are responsible for such breach.

- h. You acknowledge and agree that a carrier may contact you to arrange deliveries, confirm delivery details and rearrange deliveries (where applicable).

3. Returns and Refund

- a. If you're not completely happy with the item you purchased from our Store, We will exchange it or give you a refund, at our sole discretion, provided that it is returned to us in its original condition and packaging, unworn, unwashed and with all labels attached, and within 30 days of receipt only.
- b. **If you wish to return an item, please contact Our customer service by via the following [link](#)**, with information about the purchased items, and we will provide you with instructions for the return.

4. Right to change offering

The product prices are listed under each applicable product in the Store. We reserve the right to change Our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. We further reserve the right to stop offering the products, or create limits for the purchase at any time for any reason and without notice.

5. Privacy

Please refer to Our [Privacy Policy](#) to learn how we handle your information.

6. Trademarks

All trademarks, service marks, and trade names (collectively the "**Marks**") that appear on Our Store are Our proprietary Marks. You may not display or reproduce the Marks in any manner without Our prior written consent, and you may not remove or otherwise modify in any manner any trademark notices from any content offered or received through the Store.

7. Limited License and Site Access

We grant you a limited license to access and use the Store for personal use only. Consequently, this grant does not allow you to do any of the following: (a) resell or make any commercial use of the Store or any of the contents or products of the Store; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert into human readable form any of the contents of this Store not intended to be so read. This includes using or directly viewing the underlying HTML or other code from this Store except as interpreted and displayed in a web browser; (c) copy, imitate, mirror, reproduce, distribute, publish, download, display, perform, post or transmit any of the contents of this Store (including any Marks) in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise; or (d) use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods on the contents of the Store or to collect any information from the Site or any other user of the Store.

8. Limitation of Liability

The Store and all products are provided on an “As Is” and “As Available” basis. To the extent permitted by law, all guarantees, warranties or representations which are not specifically stated in Terms are excluded. If We are held liable for breach of an obligatory guarantee or implied warranty or representation, Our obligation is, at our sole discretion, is limited to (i) the replacement of the products, (ii) the supply of equivalent products, or (iii) a refund of the applicable purchase amount. We will not be responsible for any damages of any kind resulting from the access, use or purchase of products from the Store, including but not limited to direct, indirect, incidental, punitive, and consequential damages.

9. Indemnification

To the fullest extent permitted by law, You agree to indemnify and hold Us, Our, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any demands, loss, liability, claims or expenses (including attorneys’ fees), made against them by any third party due to, or arising out of, or in connection with your access, use or purchase of products from our Store.

10. Events Outside of Our Control

We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under an order you have placed that is caused by events outside our control (a "**Force Majeure Event**"). A Force Majeure Event shall include any act, event, non- happening, omission or accident beyond our reasonable control and shall include in particular (without limitation) the following: (i) strikes, lock-outs or other industrial action, (ii) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, (iii) fire, explosion, storm, flood, earthquake, subsidence, other natural disaster or extreme weather, (iv) the acts, decrees, legislation, regulations or restrictions of any government, or (v) pandemic or epidemic. Our performance under any order you have placed is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

11. Governing Law and Jurisdiction

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the laws of New York, New York, USA, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in New York, New York, USA. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

12. Waiver

Our failure to enforce any of its rights or remedies under these Terms will not act as a waiver of such rights and remedies. A waiver by Us of any default shall not constitute a waiver of any subsequent default. No waiver by Us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

13. Severability

If any of these Terms or any provisions of an order are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

14. Entire Agreement

These Terms and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of these Terms and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing. Both you and us acknowledge that, in entering into these Terms, neither you nor us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between you and us prior to such Terms, except as expressly stated in these Terms.

15. Contact Us

If you have questions or concerns, **please contact our customer service by via the following [link](#)**, or by mail using the details provided below:

DeviantArt Inc.,
7095 Hollywood Blvd,
Los Angeles, CA 90028

With a copy to:
Wix.com Inc.
500 Terry A Francois Blvd FI 6,
San Francisco, CA 94158-2230