

TERMS AND CONDITIONS

INSPIRED DESIGN IDS LLC

Last Updated: February 2025

1. INTRODUCTION AND ACCEPTANCE

1.1 WELCOME TO INSPIRED DESIGN IDS LLC

Welcome to www.inspiredesigns.us (the "Website"), owned and operated by Inspired Design IDS LLC ("Company," "we," "us," or "our"). These Terms and Conditions ("Terms") govern your access to and use of the Website, including any content, functionality, and services offered on or through the Website.

1.2 ACCEPTANCE OF TERMS

By accessing or using the Website, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you must not access or use the Website. These Terms constitute a legally binding agreement between you and the Company.

1.3 ELIGIBILITY

By using the Website, you represent and warrant that you are at least 13 years of age and have the legal capacity to enter into these Terms. If you are accessing or using the Website on behalf of a company, entity, or organization, you represent and warrant that you are an authorized representative with the authority to bind such entity to these Terms.

2. DEFINITIONS

2.1 "CONTENT"

Refers to all information, data, text, software, music, sound, photographs, graphics, videos, messages, or other materials that are posted, uploaded, displayed, or otherwise made available on the Website.

2.2 "PERSONAL INFORMATION"

Means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, as defined under applicable privacy laws.

2.3 "USER," "YOU," AND "YOUR"

Refers to any individual who accesses or uses the Website.

2.4 "USER-GENERATED CONTENT"

Means any Content that a User posts, uploads, publishes, submits, or transmits to be made available through the Website.

2.5 "WEBSITE"

Refers to www.inspiredesigns.us, including all of its subdomains, content, features, and functionality.

3. ACCOUNT REGISTRATION AND SECURITY

3.1 ACCOUNT CREATION

To access certain features of the Website, you may be required to register for an account. During registration, you will be required to provide accurate, current, and complete information about yourself as prompted by the registration form, including a valid email address and a password that meets our security requirements.

3.2 PASSWORD REQUIREMENTS

Your password must be at least 8 characters long and include at least one uppercase letter, one number, and one special character or symbol. You are responsible for maintaining the confidentiality of your password and account information.

3.3 ACCOUNT SECURITY

You are solely responsible for all activities that occur under your account. You agree to:

- Maintain the confidentiality of your account credentials;
- Immediately notify us of any unauthorized use of your account or any other breach of security;
- Ensure that you exit from your account at the end of each session when accessing the Website from a shared computer or public device; and
- Take responsibility for all activities that occur under your account.

3.4 ACCOUNT TERMINATION

We reserve the right to suspend or terminate your account, refuse any and all current or future use of the Website, or impose restrictions on your account without prior notice or liability if we determine, in our sole discretion, that you have violated these Terms, engaged in fraudulent or illegal activity, or for any other reason.

4. AGE RESTRICTIONS

4.1 AGE REQUIREMENTS

The Website is intended for users who are 13 years of age or older. By using the Website, you represent and warrant that you are at least 13 years old. If you are under 13 years of age, you are not permitted to use or register for the Website.

4.2 COPPA COMPLIANCE

We comply with the Children's Online Privacy Protection Act ("COPPA"). We do not knowingly collect personal information from children under 13. If we learn that we have collected personal information from a child under 13 without verification of parental consent, we will take steps to remove that information from our servers. If you believe we might have any information from or about a child under 13, please contact us at patricia@inspiredesigns.us.

4.3 PARENTAL RESPONSIBILITY

Parents and legal guardians are responsible for monitoring their children's use of the Internet and access to the Website. We encourage parents to instruct their children never to give out personal information when online.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 OWNERSHIP OF WEBSITE

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

5.2 LIMITED LICENSE TO USERS

Subject to your compliance with these Terms, the Company grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Website for your personal, non-commercial use. This license does not include:

- Any resale or commercial use of the Website or its contents;
- Any collection and use of any product listings, descriptions, or prices;
- Any derivative use of the Website or its contents;
- Any downloading or copying of account information for the benefit of another merchant; or
- Any use of data mining, robots, or similar data gathering and extraction tools.

5.3 TRADEMARK PROTECTION

The Company name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You may not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on the Website are the trademarks of their respective owners.

5.4 COPYRIGHT INFRINGEMENT

If you believe that any Content on the Website infringes upon your copyright or other intellectual property rights, please provide us with a notice containing the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Website;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please send your notice to:

Inspired Design IDS LLC

8826 Goldeneye LN

Blaine, WA 98230

Email: patricia@inspiredesigns.us

6. USER-GENERATED CONTENT

6.1 USER CONTENT LICENSE

By posting, uploading, publishing, submitting, or transmitting any User-Generated Content, you grant the Company a limited, non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User-Generated Content throughout the world in any media for the purpose of providing and promoting the Website and the Company's business.

6.2 USER CONTENT REPRESENTATIONS AND WARRANTIES

You represent and warrant that:

- You own or control all rights in and to the User-Generated Content and have the right to grant the license granted above;
- All of your User-Generated Content does and will comply with these Terms;
- The User-Generated Content is accurate and not misleading or harmful in any manner;
- The User-Generated Content does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person or entity; and
- The User-Generated Content does not contain any material that solicits personal information from anyone under 13 or that is harmful, threatening, offensive, harassing, defamatory, obscene, or otherwise objectionable.

6.3 CONTENT MONITORING AND REMOVAL

The Company has the right, but not the obligation, to monitor, edit, or remove any User-Generated Content for any reason, including violation of these Terms or applicable law. The Company takes no responsibility and assumes no liability for any User-Generated Content posted by you or any third party.

6.4 FEEDBACK

If you provide the Company with any feedback or suggestions regarding the Website ("Feedback"), you hereby assign to the Company all rights in such Feedback and agree that the Company shall have the right to use and fully exploit such Feedback in any manner it deems appropriate. The Company will treat any Feedback you provide as non-confidential and non-proprietary.

7. PROHIBITED ACTIVITIES

7.1 GENERAL PROHIBITIONS

You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation;
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation;
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity;
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by the Company, may harm the Company or users of the Website or expose them to liability;
- To use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website;
- To use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- To use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent;
- To use any device, software, or routine that interferes with the proper working of the Website;

- To introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- To attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website; or
- To attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

7.2 CONSEQUENCES OF VIOLATIONS

Violations of these prohibitions may result in, among other things, termination or suspension of your access to the Website and/or legal action, including, without limitation, civil, criminal, and injunctive redress.

8. THIRD-PARTY LINKS AND CONTENT

8.1 THIRD-PARTY LINKS

The Website may contain links to third-party websites or services that are not owned or controlled by the Company. The Company only provides links to curated third-party content that has been reviewed and approved by the Company.

8.2 NO CONTROL OVER THIRD PARTIES

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

8.3 TERMS OF THIRD PARTIES

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit. Your interactions with such third parties are solely between you and such third parties, and the Company is not responsible for any loss or damage of any sort that you may incur from dealing with such third parties.

8.4 THIRD-PARTY ANALYTICS

We use third-party analytics services, including Google Analytics and Meta (Facebook) Analytics, to collect information about your use of the Website. These analytics services may use cookies and similar technologies to collect and analyze information about your use of the Website and to prepare reports on Website activity. For more information about how these analytics services collect and process data, please visit:

- Google Analytics: <https://policies.google.com/privacy>
- Meta (Facebook) Analytics: <https://www.facebook.com/policy.php>

9. PRIVACY POLICY

9.1 PRIVACY POLICY INCORPORATION

Our Privacy Policy, which is incorporated into these Terms by reference, describes how we collect, use, and share information about you when you use the Website. By using the Website, you consent to our collection, use, and sharing of information as described in our Privacy Policy.

9.2 PRIVACY POLICY UPDATES

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page and updating the "Last

Updated" date at the top of this page. You are advised to review this Privacy Policy periodically for any changes.

9.3 WASHINGTON PRIVACY RIGHTS

As a Washington resident, you may have specific privacy rights under Washington law, including the Washington Consumer Protection Act (RCW 19.86) and the Washington Data Breach Notification Law (RCW 19.255.010). We are committed to complying with these laws and protecting your privacy rights.

10. DATA COLLECTION AND USE

10.1 TYPES OF INFORMATION COLLECTED

We collect the following types of information when you use the Website:

- **Contact Information:** Name, email address, phone number, mailing address, and other information you provide when creating an account or contacting us.
- **Account Information:** Username, password, account preferences, and other information related to your account.
- **Behavioral Data:** Information about how you use the Website, including:
 - **Cookies:** Small data files stored on your device that help us improve the Website and your experience.
 - **Log Data:** Information that your browser automatically sends whenever you visit the Website, such as your IP address, browser type, referring/exit pages, and dates/times of access.
 - **Usage Data:** Information about your interactions with the Website, such as the pages you visit, the links you click, and the features you use.
 - **Device Information:** Information about the device you use to access the Website, such as device type, operating system, and browser type.

10.2 PURPOSES OF DATA COLLECTION

We use the information we collect for the following purposes:

- To provide, maintain, and improve the Website;
- To process and complete transactions;
- To send you technical notices, updates, security alerts, and support and administrative messages;
- To respond to your comments, questions, and requests;
- To communicate with you about products, services, offers, promotions, and events, and provide other news or information about us and our partners;
- To monitor and analyze trends, usage, and activities in connection with the Website;
- To detect, investigate, and prevent fraudulent transactions and other illegal activities and protect the rights and property of the Company and others;
- To personalize and improve the Website and provide content or features that match user profiles or interests; and
- For any other purpose with your consent.

10.3 LEGAL BASIS FOR PROCESSING

We process your personal information based on the following legal grounds:

- Your consent;
- The performance of a contract with you;
- Compliance with a legal obligation;
- Protection of your vital interests or those of another person;
- The legitimate interests pursued by us or by a third party; and
- The performance of a task carried out in the public interest.

10.4 COOKIES AND TRACKING TECHNOLOGIES

We use cookies and similar tracking technologies to track activity on our Website and hold certain information. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Website.

11. MARKETING COMMUNICATIONS

11.1 MARKETING COMMUNICATIONS

With your consent, we may use your personal information to send you marketing communications about our products, services, promotions, and events that may be of interest to you. These communications may be delivered via email, text message, phone call, or postal mail.

11.2 THIRD-PARTY MARKETING

We may share your personal information with selected third parties for their marketing purposes, but only with your explicit consent. These third parties may include:

- Business partners who offer complementary products or services;
- Advertising networks that require the data to select and serve relevant advertisements to you; and
- Analytics and search engine providers that assist us in the improvement and optimization of our Website.

11.3 CAN-SPAM ACT COMPLIANCE

All marketing emails sent by us will include:

- Clear identification of the sender;
- A valid physical postal address;
- A clear and conspicuous disclosure that the message is an advertisement or solicitation;
- A clear and conspicuous opt-out mechanism; and
- Prompt processing of opt-out requests.

11.4 CONSENT FOR MARKETING

We will obtain your explicit consent before sending you marketing communications or sharing your information with third parties for marketing purposes. You can withdraw your consent at any time by following the opt-out instructions contained in each marketing communication or by contacting us directly.

12. OPT-OUT RIGHTS

12.1 COMPREHENSIVE OPT-OUT PORTAL

We provide a comprehensive opt-out portal that allows you to manage your communication preferences and control how your personal information is used. Through this portal, you can:

- Opt out of receiving marketing communications;
- Opt out of having your personal information shared with third parties for marketing purposes;
- Opt out of certain types of data collection and processing;
- Access, correct, or delete your personal information; and
- Exercise any other privacy rights available to you under applicable law.

12.2 ACCESSING THE OPT-OUT PORTAL

To access the opt-out portal, please visit [[www.inspireddesigns.us/Contact Us](http://www.inspireddesigns.us/ContactUs)] or contact us at. We will respond to your request within a reasonable timeframe, typically within 30 days.

12.3 PREFERENCE CENTER

Our preference center allows you to customize your experience with us by selecting the types of communications you wish to receive and how you want to receive them. You can update your preferences at any time by visiting [[www.inspireddesigns.us/Contact Us](http://www.inspireddesigns.us/ContactUs)] or by clicking the "Communication Preferences" link in any of our communications.

12.4 DO NOT TRACK SIGNALS

Some browsers have a "Do Not Track" feature that signals to websites that you visit that you do not want your online activity tracked. Due to the lack of a common understanding of how to interpret Do Not Track signals, our Website does not currently respond to Do Not Track signals. However, you can use the range of other tools we provide to control data collection and use, including the ability to opt out of receiving marketing from us as described above.

13. DATA RETENTION

13.1 RETENTION PERIOD

We will retain your personal information for a period of two (2) years after your last activity on the Website, or for as long as necessary to fulfill the purposes outlined in these Terms and our Privacy Policy, unless a longer retention period is required or permitted by law.

13.2 RETENTION CRITERIA

The criteria used to determine our retention periods include:

- The length of time we have an ongoing relationship with you and provide services to you;
- Whether there is a legal obligation to which we are subject;
- Whether retention is advisable in light of our legal position (such as in regard to applicable statutes of limitations, litigation, or regulatory investigations); and
- The nature and sensitivity of the personal information.

13.3 DATA DELETION

After the retention period expires, we will delete or anonymize your personal information, unless:

- We are required to retain it to comply with applicable laws or regulations;
- We need to retain it for legitimate business purposes, such as fraud prevention or business analytics; or
- You have requested that we retain specific information.

13.4 ACCOUNT CLOSURE

If you close your account, we will delete or anonymize your personal information within 30 days, except for information that we are required to retain for legal or legitimate business purposes. Please note that some information may remain in our backup systems for a period of time after your account is closed.

14. DATA SECURITY

14.1 SECURITY MEASURES

We implement appropriate technical and organizational measures to protect your personal information against unauthorized or unlawful processing, accidental loss, destruction, or damage. These measures include:

- Encryption of sensitive personal information both in transit and at rest;
- Regular security assessments and penetration testing;
- Access controls and authentication mechanisms;
- Firewalls and intrusion detection systems;
- Regular security updates and patches;
- Employee training on data security and privacy; and
- Physical security measures for our facilities.

14.2 DATA BREACH NOTIFICATION

In the event of a data breach that compromises your personal information, we will notify you and the relevant authorities as required by applicable law, including the Washington Data Breach Notification Law (RCW 19.255.010). This notification will include:

- A description of the nature of the breach;
- The categories and approximate number of individuals affected;
- The categories and approximate number of personal information records concerned;
- The likely consequences of the breach;
- The measures taken or proposed to address the breach; and
- Contact information for inquiries.

14.3 THIRD-PARTY SERVICE PROVIDERS

We require all third-party service providers who process personal information on our behalf to implement appropriate security measures and to agree to confidentiality obligations. However, we cannot guarantee the security of information transmitted to or from the Website, as no method of transmission over the Internet or electronic storage is 100% secure.

14.4 YOUR SECURITY RESPONSIBILITIES

You are responsible for maintaining the confidentiality of your account credentials and for any activities that occur under your account. You should use a strong, unique password for your account and not share your password with anyone. You should also log out of your account at the end of each session and notify us immediately of any unauthorized use of your account or any other breach of security.

15. INTERNATIONAL DATA TRANSFERS

15.1 CROSS-BORDER TRANSFERS

We may transfer, store, and process your personal information in countries other than your own. These countries may have data protection laws that are different from the laws of your country. By using the Website, you consent to the transfer of your personal information to countries outside your country of residence.

15.2 DATA TRANSFER MECHANISMS

When we transfer personal information outside of your jurisdiction, we use appropriate safeguards to ensure that your personal information receives an adequate level of protection, including:

- Standard contractual clauses approved by relevant data protection authorities;
- Binding corporate rules for transfers within our corporate group;
- Derogations for specific situations, such as your explicit consent or the necessity for the performance of a contract; and
- Adequacy decisions, where applicable, recognizing that certain countries provide adequate protection for personal information.

15.3 INTERNATIONAL DATA PROTECTION STANDARDS

We are committed to complying with applicable data protection laws in all jurisdictions where we operate, including:

- The General Data Protection Regulation (GDPR) for data subjects in the European Economic Area;
- The California Consumer Privacy Act (CCPA) for California residents;
- The Personal Information Protection and Electronic Documents Act (PIPEDA) for Canadian residents; and
- Other applicable international, federal, state, and local laws governing data protection and privacy.

15.4 INTERNATIONAL DATA SUBJECT RIGHTS

Depending on your jurisdiction, you may have specific rights regarding your personal information. We will honor these rights in accordance with applicable law, regardless of where your data is processed or stored.

16. DISCLAIMER OF WARRANTIES

16.1 "AS IS" AND "AS AVAILABLE" BASIS

THE WEBSITE AND ALL CONTENT, MATERIALS, INFORMATION, SERVICES, AND PRODUCTS PROVIDED ON OR THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

16.2 DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. THE COMPANY DOES NOT WARRANT THAT THE WEBSITE OR ANY CONTENT, MATERIALS, INFORMATION, SERVICES, OR PRODUCTS PROVIDED ON OR THROUGH THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVERS THAT MAKE THE WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

16.3 NO GUARANTEE OF ACCURACY

THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE WEBSITE OR ANY CONTENT, MATERIALS, INFORMATION, SERVICES, OR PRODUCTS PROVIDED ON OR THROUGH THE WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

16.4 JURISDICTIONAL LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU. TO THE EXTENT THAT THE COMPANY MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF THE COMPANY'S LIABILITY SHALL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.

17. LIMITATION OF LIABILITY

17.1 LIMITATION OF LIABILITY

IN NO EVENT SHALL THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, OR AFFILIATES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

- YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE WEBSITE;
- ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE WEBSITE;
- ANY CONTENT OBTAINED FROM THE WEBSITE; AND
- UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT,

WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

17.2 CAP ON LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF: (A) THE AMOUNT PAID, IF ANY, BY YOU TO THE COMPANY FOR THE WEBSITE DURING THE TWELVE (12) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING; OR (B) ONE HUNDRED DOLLARS (\$100).

17.3 ESSENTIAL PURPOSE

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

17.4 ALLOCATION OF RISK

YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY HAS OFFERED THE WEBSITE AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND THE COMPANY, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND THE COMPANY. THE COMPANY WOULD NOT BE ABLE TO PROVIDE THE WEBSITE TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

18. INDEMNIFICATION

18.1 INDEMNIFICATION OBLIGATION

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- Your violation of these Terms;
- Your User-Generated Content;
- Your use of the Website, including, but not limited to, your use of any information obtained from the Website;
- Your violation of the rights of any third party, including but not limited to intellectual property rights, privacy rights, or publicity rights; or
- Any claim that your User-Generated Content caused damage to a third party.

18.2 COOPERATION

If the Company is subject to a claim that is subject to your indemnification obligation, the Company may, at its option, require you to defend the Company at your expense (with counsel reasonably acceptable to the Company) or the Company may conduct its own defense, in which case you agree to reimburse the Company for all costs and expenses associated with such defense.

18.3 SETTLEMENT

You may not settle any claim without the Company's prior written consent if such settlement would require the Company to take any action, refrain from taking any action, or admit any liability.

18.4 SURVIVAL

This indemnification obligation will survive the termination of these Terms and your use of the Website.

19. MODIFICATIONS TO TERMS

19.1 MODIFICATIONS TO TERMS

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

19.2 NOTICE OF MODIFICATIONS

We will notify you of any material changes to these Terms by:

- Posting a notice on the Website;
- Sending an email to the email address associated with your account; or

- Any other method we deem appropriate.

19.3 CONTINUED USE

By continuing to access or use the Website after those revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, you are no longer authorized to use the Website.

19.4 PRIOR VERSIONS

We will maintain an archive of prior versions of these Terms, which you may request by contacting us at patricia@inspiredesigns.us.

20. TERMINATION

20.1 TERMINATION BY YOU

You may terminate your account and your right to use the Website at any time by contacting us at patricia@inspiredesigns.us or by using the account termination feature on the Website, if available.

20.2 TERMINATION BY THE COMPANY

We may terminate or suspend your account and your right to use the Website immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms. Upon termination, your right to use the Website will immediately cease.

20.3 EFFECT OF TERMINATION

Upon termination of your account:

- Your access to the Website will be terminated;
- Any User-Generated Content you have posted may remain on the Website, subject to our Privacy Policy and applicable law;
- We may delete or archive your account information and User-Generated Content; and
- All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

20.4 NO REFUNDS

We will not provide refunds or credits for any unused portion of any subscription or service, unless required by applicable law.

21. DISPUTE RESOLUTION

21.1 MANDATORY ARBITRATION

Except as provided in Section 21.2 below, you and the Company agree that any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof or the use of the Website (collectively, "Disputes") shall be resolved solely by binding arbitration, rather than in court.

21.2 EXCEPTIONS TO MANDATORY ARBITRATION

The mandatory arbitration provision in Section 21.1 does not apply to:

- Disputes that qualify for small claims court;

- Actions seeking injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets, or patents; and
- Any other dispute or claim that, under applicable law, cannot be subject to mandatory arbitration.

21.3 ARBITRATION RULES AND FORUM

The arbitration will be conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules or Commercial Arbitration Rules, as applicable, and will be administered by the AAA. The arbitration will be conducted in the City of Bellingham, Whatcom County, Washington, unless you and the Company agree otherwise. The AAA rules will govern payment of all arbitration fees.

21.4 ARBITRATOR'S POWERS

The arbitrator shall have exclusive authority to resolve all Disputes, including, but not limited to, any claim that all or any part of these Terms are void or unenforceable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

21.5 OPT-OUT PROVISION

You may opt out of this mandatory arbitration provision within 30 days of accepting these Terms by sending a written notice to the Company at the following address:

Inspired Design IDS LLC

8826 Goldeneye LN

Blaine, WA 98230

Email: patricia@inspiredesigns.us

Your written notice must include your name, address, and a clear statement that you do not wish to resolve disputes with the Company through arbitration. If you opt out of mandatory arbitration, the Company will not be bound by the mandatory arbitration provision.

21.6 CLASS ACTION WAIVER

YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding.

21.7 SEVERABILITY OF DISPUTE RESOLUTION PROVISIONS

If any provision of this Section 21 is found to be unenforceable, that provision shall be severed, and the remainder of Section 21 shall remain in full force and effect. The foregoing shall not apply to the class action waiver provision in Section 21.6; if that provision is found to be unenforceable, the entirety of this Section 21 shall be null and void and the parties shall litigate any dispute in court.

22. GOVERNING LAW

22.1 GOVERNING LAW

These Terms and your use of the Website shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

22.2 JURISDICTION AND VENUE

Subject to Section 21 (Dispute Resolution), any legal action or proceeding arising out of or relating to these Terms or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Washington, in each case located in Whatcom County, and you and the Company irrevocably submit to the personal jurisdiction of such courts in any such action or proceeding.

22.3 WAIVER OF JURY TRIAL

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND THE COMPANY HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE WEBSITE.

22.4 LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

23. SEVERABILITY

23.1 SEVERABILITY

If any provision of these Terms is held to be invalid, illegal, void, or unenforceable by any court or tribunal of competent jurisdiction, the remainder of these Terms shall remain in full force and effect to the maximum extent permitted by law. The parties agree that any such invalid, illegal, void, or unenforceable provision shall be modified and limited in its effect to the extent necessary to cause it to be enforceable, or if such modification is not possible, shall be deemed severed from these Terms. In such event, the parties shall negotiate in good faith to replace any invalid, illegal, void, or unenforceable provision with a valid, legal, and enforceable provision that corresponds as closely as possible to the parties' original intent and economic expectations.

23.2 NO WAIVER

No waiver by the Company of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

23.3 SECTION HEADINGS

The section headings in these Terms are for convenience only and have no legal or contractual effect.

23.4 ASSIGNMENT

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of the Company, but may be assigned by the Company without restriction.

24. ENTIRE AGREEMENT

24.1 ENTIRE AGREEMENT

These Terms, together with the Privacy Policy and any other legal notices or additional terms and conditions or policies published by the Company on the Website, shall constitute the entire agreement between you and the Company concerning the Website and supersede all prior or contemporaneous communications, proposals, and agreements, whether electronic, oral, or written, between you and the Company regarding the Website.

24.2 ELECTRONIC COMMUNICATIONS

The communications between you and the Company use electronic means, whether you use the Website or send us emails, or whether the Company posts notices on the

Website or communicates with you via email. For contractual purposes, you (a) consent to receive communications from the Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in a hardcopy writing.

24.3 FORCE MAJEURE

The Company shall not be liable for any failure to perform its obligations under these Terms where such failure results from any cause beyond the Company's reasonable control, including, but not limited to, mechanical, electronic, or communications failure or degradation, acts of God, terrorism, pandemic, epidemic, or government restrictions.

24.4 CONTACT INFORMATION

If you have any questions about these Terms, please contact us at:

Inspired Design IDS LLC

8826 Goldeneye LN

Blaine, WA 98230

Email: patricia@inspiredesigns.us

25. CONTACT INFORMATION

25.1 GENERAL INQUIRIES

For general inquiries about the Website or these Terms, please contact us at:

Inspired Design IDS LLC

8826 Goldeneye LN

Blaine, WA 98230

Email: patricia@inspiredesigns.us

25.2 PRIVACY-RELATED INQUIRIES

For inquiries related to privacy, data protection, or to exercise your privacy rights, please contact us at:

Inspired Design IDS LLC

8826 Goldeneye LN

Blaine, WA 98230

Email: patricia@inspiredesigns.us

25.3 TECHNICAL SUPPORT

For technical support or assistance with the Website, please contact us at:

Email: patricia@inspiredesigns.us

25.4 LEGAL NOTICES

All legal notices to the Company should be sent to:

Inspired Design IDS LLC

8826 Goldeneye LN

Blaine, WA 98230

Attention: Legal Department

Email: patricia@inspiredesigns.us

By using the Website, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.