

## *Terms and Conditions*

Jackstraw Mountain Gallery  
Marjorie Cranston's Designs  
Marjorie Cranston's Wearable Art  
P O Box 1870, 1030 Grand Avenue, Grand Lake, CO 80447  
(970) 627-8111

Effective Date: 6/23/2016

This web page represents a legal document and is the Terms and Conditions (Agreement) for our Websites:

[www.jackstrawgallery.com](http://www.jackstrawgallery.com)

[www.marjoriecranstondesign.com](http://www.marjoriecranstondesign.com)

[www.marjorie-cranston-wearable-art.com](http://www.marjorie-cranston-wearable-art.com)

(Our Websites). By using our Websites, you agree to fully comply with and be bound by the following Agreement each time you use our Websites. Please review the following terms carefully.

### **Our Services and Our Products**

Our Websites offers the following services and Products:

Interior Design Services (Our Services),

Home Furnishings and Original Artwork (Our Products),

Clothing items with Original Artwork designs (Our Products).

### **Definitions**

The terms "us" or "we" or "our" refers to Jackstraw Mountain Gallery, Marjorie Cranston's Designs, and Marjorie Cranston's Wearable Art (Our Companies), the owner of these Websites. A "Visitor" is someone who merely browses our Websites. A "Member" is someone who has registered with our Websites to use our Services and/or Purchase our Products. The term "User" is a collective identifier that refers to either a Visitor or a Member.

All text, information, graphics, design, and data offered through our Websites or Services or Products, whether produced by our Members or by us, are collectively known as our “Content”. We distinguish content posted by our Members as “Member Content”.

### **Acceptance of Agreement**

This Agreement is between you and Jackstraw Mountain Gallery, Marjorie Cranston’s Designs, and Marjorie Cranston’s Wearable Art.

THIS AGREEMENT CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMITS OUR LIABILITY TO YOU. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND IN THEIR ENTIRETY, AS USING, ACCESSING AND/OR BROWSING OUR WEBSITES CONSTITUTE ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND TO EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN, PLEASE EXIT OUR WEBSITES IMMEDIATELY AND DO NOT USE, ACCESS AND/OR BROWSE THEM FURTHER.

Except as otherwise noted, this Agreement constitutes the entire and only Agreement between you and Jackstraw Mountain Gallery, Marjorie Cranston’s Designs, and Marjorie Cranston’s Wearable Art, and supersedes all other Agreements, representations, warranties and understandings with respect to our Websites, Services, Products, and the subject matter contained herein. However, in order for you to use our Websites and/or Services and Products, you may also be required to agree to additional terms and conditions. Those additional terms and conditions will be incorporated into this Agreement unless otherwise stated.

### **Limited License**

Jackstraw Mountain Gallery, Marjorie Cranston’s Designs, and Marjorie Cranston’s Wearable Art grant you a non-exclusive, non-transferable, revocable license to access and use our Websites and Services and Products strictly in accordance with this Agreement. Your use of our Websites and Services and Products are solely for internal, personal, non-commercial purposes, unless otherwise provided in this Agreement. No print out or electronic version of any part of our Websites or Services and Products may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

### **Legal Compliance**

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our Websites, Content, Services, and Products, and any software provided therein.

### **Our Relationship to You**

This Agreement in no way creates any agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between you and Jackstraw Mountain Gallery, Marjorie Cranston’s Designs, or Marjorie Cranston’s Wearable Art.

### **Our Intellectual Property**

Our Websites may contain our service marks or trademarks as well as those of our affiliates or other companies, in the form of words, graphics, and logos. Your use of our Websites or Services or Products does not constitute any right or license for you to use our service marks or trademarks, without the prior written permission of Jackstraw Mountain Gallery, Marjorie Cranston's Designs, and Marjorie Cranston's Wearable Art.

Our Content, as found within our Websites and Services and Products, is protected under United States and foreign copyrights. The copying, redistribution, use or publication by you of any such Content, is strictly prohibited. Your use of our Websites and Services and Products does not grant you any ownership rights to our Content.

### **Digital Millennium Copyright Act Compliance**

Our Websites will respond quickly to claims of copyright infringement as found in our Content, according to the terms of the Digital Millennium Copyright Act of 1998 (DMCA) as found under United States law (17 USC. § 512). If you believe any of your copyrights are infringed by our Content, please provide us with a written notice via mail, fax, or email that contains the following information:

- 1) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- 2) A description of the copyrighted work that you claim has been infringed;
- 3) A description of where the material that you claim is infringing is located on our Websites;
- 4) Your address, telephone number, and email address;
- 5) 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
- 6) 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.

We are only required to respond to those notices that substantially comply with the above requirements. We will investigate your claim and will notify by the method of contact you used to file your notice with us.

### **Eligibility and Registration for Membership**

To use our Services and purchase our Products, you must register with our Websites to become a Member. Your Membership is not transferable or assignable and is void where prohibited. This is intended solely for Users who are at least eighteen (18) years of age or older.

Any registration by, use of or access to our Websites by anyone under such age, is unauthorized, unlicensed and in violation of these Terms and Conditions. By using our Websites and/or Services and Products, you represent and warrant that you are eighteen (18) years of age or older, and that you agree to abide by all the terms and conditions of this Agreement. Jackstraw Mountain Gallery, Marjorie Cranston's Designs, and Marjorie Cranston's Wearable Art have sole right and discretion to determine whether to accept a Member, and may reject a Member's registration, with or without explanation.

When you complete the registration process, you will receive a password that will allow you to access our Services. You agree to maintain the confidentiality of your password and are fully responsible for all liability and damages resulting from your failure to maintain that confidentiality and all activities that occur through the use of your password.

You agree to immediately notify us of any unauthorized use of your password or any other breach of security. You agree that our Websites cannot and will not be liable for any loss or damage arising from your failure to comply with password security as discussed herein.

### **Content Disclaimer**

The opinions expressed on our Websites are not necessarily the opinions of Jackstraw Mountain Gallery, Marjorie Cranston's Designs, and Marjorie Cranston's Wearable Art. Any Blog content provided by our bloggers are of the blogger's opinion, and are not intended to malign any religion, ethnic group, club, organization, company, individual or anyone or anything. The Content may be changed without notice and is not guaranteed to be complete, correct, timely, current or up-to-date. Similar to any printed materials, the Content may become out-of-date.

We undertake no obligation to update any Content on our Websites. Members are responsible for their own content, where applicable, and may update their Content at any time without notice and at their sole discretion. We reserve the right to make alterations or deletions to the Content at any time without notice.

### **Errors, Corrections and Changes**

We do not represent or otherwise warrant that our Websites will be error-free, free from viruses or other harmful components, or that we will correct any errors. We do not represent or otherwise warrant that the information available on or through our Websites will be correct, accurate, timely or otherwise reliable.

We may make changes to the features, functionality or content of our Websites or Services or Products at any time. We reserve the right in our sole discretion to edit or remove any documents, information or other content appearing on our Websites or Services or Products.

### **Financial, Legal and Other Advice Disclaimer**

You hereby acknowledge that nothing contained in our Websites shall constitute financial, investment, legal and/or other professional advice and that no professional relationship of any kind is created between you and Jackstraw Mountain Gallery, Marjorie Cranston's Designs, or Marjorie Cranston's Wearable Art, or our Members. You hereby agree that you shall not make any financial, investment, legal and/or other decision based in whole or in part on anything contained in our Websites or Services or Products.

### **Advertisers and Sponsors Disclaimer**

Our Websites may contain advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on our Websites is accurate and complies with applicable laws. We are not responsible for the illegality or any error, inaccuracy or problem in the advertiser's or sponsor's materials.

THE INCLUSION OF THIRD PARTY ADVERTISEMENTS DOES NOT CONSTITUTE AN ENDORSEMENT, GUARANTEE, WARRANTY, OR RECOMMENDATION BY JACKSTRAW MOUNTAIN GALLERY, MARJORIE CRANSTON'S DESIGNS, AND MARJORIE CRANSTON'S WEARABLE ART, AND WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT ANY PRODUCT OR SERVICE CONTAINED THEREIN.

### **Merchant and Advertisement Disclaimer**

We may allow access to or advertise certain third-party product or service providers ("Merchants") from which you may purchase certain Products or services. You understand that we do not operate or control the products or services offered by Merchants. Merchants are responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between you and Merchants.

You agree that use of or purchase from such Merchants is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. WE ARE NOT LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND MERCHANTS OR FOR ANY INFORMATION APPEARING ON MERCHANT WEBSITES OR ANY OTHER WEBSITE LINKED TO OUR WEBSITES.

All rules, legal documents (including privacy policies) and operating procedures of Merchants will apply to you while on any Merchant websites. We are not responsible for information provided by you to Merchants. Our relationship to Merchants is solely as independent contractors and neither party has authority to make any representations or commitments on behalf of the other.

### **Warranty Disclaimer**

Jackstraw Mountain Gallery, Marjorie Cranston's Designs, and Marjorie Cranston's Wearable Art are not responsible or liable in any manner for any Content posted on our Websites or in connection with our Services, whether posted or caused by Members of our Websites, or by Jackstraw Mountain Gallery, Marjorie Cranston's Designs, or Marjorie Cranston's Wearable Art. Although we provide rules for Member conduct and postings, we do not control and are not responsible for what Members post, transmit or share on our Websites or Services, and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on our Websites or Services. Jackstraw Mountain Gallery, Marjorie Cranston's Designs, and Marjorie Cranston's Wearable Art are not responsible for the conduct, whether online or offline, of any user of our Websites or Services or Products.

Our Websites or Services or Products may be temporarily unavailable from time to time for maintenance or other reasons. Jackstraw Mountain Gallery, Marjorie Cranston's Designs, and Marjorie Cranston's Wearable Art assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Member communications.

Jackstraw Mountain Gallery, Marjorie Cranston's Designs, and Marjorie Cranston's Wearable Art are not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email on account of technical problems or traffic congestion on the Internet or any combination thereof, including injury or damage to Member's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with our Websites or Services or Products, including without limitation any software provided through our Websites or Services or Products.

Under no circumstances will Jackstraw Mountain Gallery, Marjorie Cranston's Designs, or Marjorie Cranston's Wearable Art be responsible for any loss or damage, including any loss or damage or personal injury or death, resulting from anyone's use of our Websites or Services or Products, or any interactions between Users of our Websites or Services or Products, whether online or offline.

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AND SERVICES AND PRODUCTS WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH OUR WEBSITES OR SERVICES OR PRODUCTS SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

### **Limitation of Liability**

Jackstraw Mountain Gallery, Marjorie Cranston's Designs, and Marjorie Cranston's Wearable Art, as well as all our Affiliates, shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from our Websites or Services or Products, (b) any product liability issues to the extent that we are not involved with the manufacturer of the product(s) giving rise to liability, (c) the unavailability or interruption of our Websites or Services or Products, (d) your use of our Websites, our Content, (e) the content contained on our Websites or Services or Products, or (f) any delay or failure in performance of our Websites and Services and Products beyond our control.

IN NO EVENT WILL JACKSTRAW MOUNTAIN GALLERY, MARJORIE CRANSTON'S DESIGNS, OR MARJORIE CRANSTON'S WEARABLE ART, OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF OUR WEBSITES, CONTENT, SERVICES, PRODUCTS, OR ANY RELATED SOFTWARE, ACCESSED THROUGH OR DOWNLOADED FROM OUR WEBSITES OR SERVICES OR PRODUCTS, EVEN IF JACKSTRAW MOUNTAIN GALLERY, MARJORIE CRANSTON DESIGN, AND MARJORIE'S CLOSET ARE AWARE OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, JACKSTRAW MOUNTAIN GALLERY, MARJORIE CRANSTON'S DESIGNS, AND MARJORIE CRANSTON'S WEARABLE ART LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US FOR WEBSITES AND/OR SERVICES ACCESSED DURING THE PREVIOUS MONTH OF YOUR MEMBERSHIP PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

### **Member Conduct**

Members may post their own content to our Websites through our Services (Member Content). Members and Visitors understand that by using our Websites or Service or Products, they may be exposed to content that is offensive, indecent, or objectionable. We have no control over Member Content and do not in any way guarantee the quality, accuracy or integrity of such content. Jackstraw Mountain Gallery, Marjorie Cranston's Designs, and Marjorie Cranston's Wearable Art are not responsible for the monitoring or filtering of any Member content. Should any Member Content be found illegal, Jackstraw Mountain Gallery, Marjorie Cranston's Designs, or Marjorie Cranston's Wearable Art will submit all necessary information to the proper authorities.

If any Member Content is reported to Jackstraw Mountain Gallery, Marjorie Cranston's Designs, or Marjorie Cranston's Wearable Art as being offensive or inappropriate, we may ask the Member to retract or otherwise modify the questionable content within 24 hours of being notified by Jackstraw Mountain Gallery, Marjorie Cranston's Designs, or Marjorie Cranston's Wearable Art. Should the Member fail to meet such a request, Jackstraw Mountain Gallery, Marjorie Cranston's Designs, and Marjorie Cranston's Wearable Art have full authority to either restrict the Member's ability to post Member Content OR to immediately terminate the membership of the Member, without further notification to the Member.

Without limiting the foregoing, we have sole discretion to remove any Member Content that violates this Agreement or is otherwise objectionable in our sole discretion. Members are responsible for complying with all applicable federal and state laws for their content, including copyright and trademark laws. Members shall respect copyright and trademark laws.

You warrant that you will not use our Services or Products to infringe the intellectual property rights of others in any way. In accordance with the DMCA and other applicable law, we have adopted a policy of terminating Members who we deem, in our sole discretion, to be infringers of other's intellectual property rights.

As a Member, you agree not to use our Services to do any of the following:

- 1) Upload, post or otherwise transmit any Member Content that:
  - a. Violates any local, state, federal, or international laws.
  - b. Infringes on any patent, trademark, trade secret, copyright or other proprietary rights of any party.
  - c. Harms, threatens, defames, promotes violence or illegal activities, or is otherwise vulgar, obscene, abusive, harassing, tortuous, libelous, invasive of another's privacy, hateful, or racially, ethically or otherwise objectionable.
  - d. Links directly or indirectly to any materials to which you do not have a right to link.
  - e. Contains any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers.
  - f. Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or to extract information from our Websites or Services or Products.
  - g. Contains any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.
  - h. In the sole judgment of Jackstraw Mountain Gallery, Marjorie Cranston's Designs, or Marjorie Cranston's Wearable Art, any material that is objectionable or which restricts or inhibits any other person from using or enjoying our Websites or Services

or Products, or which may expose Jackstraw Mountain Gallery and Marjorie Cranston's Designs, Marjorie Cranston's Wearable Art, our affiliates, or our Users to any harm or liability of any type.

- 2) Use our Content to:
  - a. Develop a competing Websites.
  - b. Create compilations or derivative works as defined under United States copyright laws.
  - c. Re-distribute it in any manner, including, but not limited to, sale, license, lease, rental, subscription, or any other distribution mechanism.
- 3) Decompile, disassemble or reverse engineer our Websites, Services, or Products, and any related software.
- 4) Use our Websites or Services or Products in any manner that violates this Agreement or any local, state, federal, or international laws.

### **Use of Information**

We reserve the right, and you authorize us, to the use and assignment of all of your information regarding your use of our Websites and Services and Products in any manner consistent with our Privacy Policy.

All remarks, suggestions, ideas, graphics, or other information communicated by you to us (collectively, "Submission") is considered assigned to us and is as such considered our property. We will not be required to treat any Submission as confidential, and will not be liable for any ideas (including without limitation, product, service or advertising ideas) and will not incur any liability as a result of any similarities that may appear in our future products, services or operations.

Without limitation, we will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere. We will be entitled to use the Submission for any commercial or other purpose whatsoever, without compensation to you or any other person sending the Submission. You acknowledge that you are responsible for whatever material you submit, and you, not us, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

### **Privacy Policy**

Our Privacy Policy is considered part of this Agreement. You must review this Privacy Policy by clicking on this [link](#).

### **Unlawful Activity**

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected

unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

### **Linking to Our Websites**

You may provide links to our Websites, provided (a) that you do not remove or obscure, by framing or otherwise, any portion of our Websites, (b) your Websites do not engage in illegal or pornographic activities, and (c) you discontinue providing links to our Websites immediately upon request by us.

### **Links to Other Websites**

Our Websites may, from time to time, contain links to third party websites. Inclusion of links for any website on our Websites does not mean that we endorse, guarantee, warrant, or recommend the services, information, content and/or data of such third party websites. Jackstraw Mountain Gallery, Marjorie Cranston's Designs, and Marjorie Cranston's Wearable Art have no control over the legal documents and privacy practices of third party websites; as such, you access any such third party websites at your own risk. We recommend that you review the privacy policy and terms and conditions of those sites to fully understand what information is collected and how it is used.

### **Payments**

You represent and warrant that if you are purchasing something from us that (i) any credit information you supply is true and complete, (ii) charges incurred by you will be honored by your bank or credit card company, (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes, and (iv) if your initial payment method is dishonored, you will still pay the charges incurred, including any surcharge we may incur due to such dishonored payment.

### **Refund and Return Policy**

To the extent that you purchase any Products directly from us, we may refund you your purchase price or provide you a store credit within thirty (30) days of you notifying us in writing of your desire for the refund or store credit, together with the reason for the request, subject to the return of the product to us in substantially the same condition as when purchased. Any refund, store credit, or return may be subject to restocking fees as found on our Websites.

### **Indemnification**

You agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates harmless from

any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of our Websites or Services.

### **Arbitration**

Any legal controversy or legal claim arising out of or relating to this Agreement and/or our Service, excluding legal action taken by us to collect or recover damages for, or obtain any injunction relating to, website operations, intellectual property, and our Service, shall be settled solely by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party.

The arbitration shall be conducted in Hot Sulphur Springs, Colorado, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or us may seek any interim or preliminary relief from a court of competent jurisdiction in Hot Sulphur Springs, Colorado, necessary to protect the rights or property of you and us pending the completion of arbitration. Each party shall bear one-half of the arbitration fees and costs.

### **General Terms**

This Agreement shall be treated as though it were executed and performed in Hot Sulphur Springs, Colorado, and shall be governed by and construed in accordance with the laws of the State of Colorado without regard to conflict of law principles. In addition, you agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by you with respect to our Websites or Services or Products must be instituted within one (1) year after the cause of action arose or be forever waived and barred. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that any Content is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Our rights under this Agreement shall survive any termination of this Agreement.

### **Changes to Our Terms and Conditions**

We reserve the right to change these Terms and Conditions at any time by giving you advanced notice of the changes by email or in writing. We will also post these changes on our Websites. These changes to our Terms and Conditions will become effective 30-days after receiving the notice. To avoid doubt, no unilateral amendment will retroactively change agreed dispute-resolution provisions of these Terms and Conditions, if any — including for example, arbitration provisions — for then-pending disputes unless the parties expressly agree otherwise. Your continued use of our Websites, services, and products after any change to these Terms and

Conditions, and notifying you will constitute your acceptance of such change. If you do not agree with the changes to these Terms and Conditions, you can choose to discontinue the use of our Websites, services and products.

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