



TERMS AND CONDITIONS AND DISPUTE RESOLUTION

The following Terms and Conditions and Dispute Resolution/Arbitration Agreement are binding agreements between you and The Planet Jay, which is referred to herein as "TPJ," "we" or "us." "You" means the person, client or entity who makes this purchase or on whose behalf the purchase is made and any privies. JPS Art Collection will continue to run under the proprietary rights of The Planet Jay (meaning the Terms and Conditions will also be applicable to JPS Art Collection). By using this website, you agreed to accept all Terms and Conditions written in here. You must not use this website if you disagree with any of these Terms and Conditions. The Planet Jay is permitted to revise these terms at any time as it sees fit, and by using this website (www.theplanetjay.com) you are expected to review these terms on a regular basis.

TERMS AND CONDITIONS OF PRICE AND PAYMENT, SALE, SERVICE, DISCOUNTS & DELIVERY

- Prices are in US Dollars (USD) and are subject to change. You must pay in the currency of your country (if outside the US) at their current rate equal to the amount in which the products are priced in USD.
- Full payment must be required before any service can be provided or any product can be made then delivered to you once completed. After you submitted your order, TPJ may take and shall be entitled to receive such payment "as is" due in respect to the order. If an event you are unable to pay the full amount for the order of the product(s) or service(s) during the time you have requested it, you'll be given a notice that payment must be submitted within 2 weeks. After the 2 weeks' notice, the order will be cancelled.
- You can request partial payments if you are unable to pay the full amount for any of the products you order. There are several partial payments plans that you may choose from depending on the order you have requested. Partial payments come with a

minimum starting fee that must be paid in order to start a selected plan which will be added towards the sum total of your order. Once the starting fee is submitted, a fixed percentage (or the "amount") of the actual price for the order must be paid during a set period of times (in accordance to the plan you selected) arranged by TPJ until the order is fully paid then products or services can be delivered or provided once completed. If failure to pay for the fixed amount is not met during the scheduled time periods, the order will be cancelled. You can request to rearrange or change for another time to schedule payment prior to the date(s) in which payment is due.

- All payment must be made by credit/debit card only through PayPal or Venmo. Any other means of payment with or without the use of a credit/debit card will not be accepted unless authorized by the express permission of TPJ.
- Any changes to the order you made with same day or next business day deadlines may be accepted at the discretion of TPJ. Changes requested to the order you made with same day and next business day turnarounds will incur a 50% rush fee. Rush fees may be waived at the discretion of TPJ. Rush fees may also apply to other products or services you order. TPJ will give advance notice if rush fees will be applied to an order other than requested same day or next day turnarounds.
- **NO REFUND POLICY.** All products/services are sold "as is." You assume the responsibility for your purchase, and no refunds will be issued.
- At any time after the purchase, we can correct mistakes in pricing or arithmetic made in computing your purchase price.
- **NO WARRANTIES.** Art sold "as is" will not be eligible for return, exchange, allowance, refund or service. All "as is" products are final. Merchandise sold "as is" is sold without any express or implied warranties of any type.
- This website is provided "as is," with all faults, and TPJ express no representations or warranties, of any kind related to this website or all products contained on this website. Also, nothing contained on this website shall be interpreted as advising you.
- Discounts are subject to change and do not apply to any offers, registration codes, coupons, vouchers or any deduction from the actual price of the products or services. Discounts are only applied within certain time periods prior to birthdays and specific holidays when you notify TPJ and are only available to individual consumers. You are only able to get one discount (if applicable) per order once it has been placed. Discounts are non-transferable, not for resale, and not redeemable for cash. TPJ reserves the right to withdraw, amend or cancel a discount at any time.
- We retain title to all art until delivered to you and paid for in full.
- If we have to pay any monies or hire an attorney to collect payment from you we can recover from you all of our collection costs including the fees of our attorney.
- All products, services or merchandise purchased for commercial settings are not eligible for a refund in all circumstances, including products, services or merchandise sold electronically.

- All products are shipped through Priority Mailing. Any order you make through mailing option are subject to a delivery fee (which will be included in the total amount on any order you make through mailing option). The delivery fee will be displayed on the order and added to the total amount due at checkout which you are responsible to pay for. Delivery fees are nonrefundable.

US Residents – residents of the United States will be charged with a delivery fee of \$5.00 on any order you make through mailing option.

International Residents – residents outside of the United States will be subject to a delivery fee of said amount (depending on the destination) on any order you make through mailing option.

- We are not responsible for any damage to products or merchandise delivered by shipping options. We will need to be notified of damages and both parties must contact shipping with tracking number/receipt of sale to determine liability between shipping and customer party.

ERRORS ON OUR SITE

- Prices and availability of products and services are subject to change without notice.
- Errors will be corrected where discovered, and TPJ reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions, including after an order has been submitted and whether or not the order has been confirmed and your credit/debit card charged.
- If your credit/debit card has already been charged for the purchase and your order is cancelled, you must notify us within 2 days from the purchase. TPJ will issue a credit to your credit/debit card account in the amount of the charge. Individual bank policies will dictate when this amount is credited to your account.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

COPYRIGHTS

All materials on the site are owned by, licensed to, or the copyright of The Planet Jay. All rights are reserved. No materials on this site may be copied, modified, published, broadcast or otherwise distributed without the express permission of The Planet Jay.