

The Etches Collection Online Subscription Service – “Etches Online” Terms of Service.

The following terms and conditions constitute a legally binding contract (the “Agreement”) that governs The Etches Collection (Etches Online) Subscription Services (“Subscription Services”) provided by The Etches Collection. (“The Etches Collection”, “we”, “our”) to you (“you” or “yours”).

The Subscription Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein. We also have other policies and procedures including, without limitation, Terms of Service, Privacy Policy, Return Policy, and others. Those policies contain additional terms and conditions, which apply to the Subscription Services and are integral part of this Agreement. YOUR USE OF THE SUBSCRIPTION SERVICES CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THIS AGREEMENT AND OUR TERMS OF SERVICE. If you do not agree to this Agreement, do not use the Subscription Services.

1. Access and eligibility

Subscription Services are available to Users who have registered their accounts by truthfully filling out all required personal information and become members. You agree to take full responsibility for your selection and use of the Subscription Services. This Agreement is void where prohibited by law, and the right to access or use the Subscription Services is revoked in such jurisdictions.

The Etches Collection may change, modify, suspend, or discontinue the Subscription Services, fees, charges, terms at its own discretion at any time, including the availability of any feature or content. The Etches Collection may also impose limits on certain features or restrict your access to parts or all of the Subscription Services without notice or liability.

2. Subscription Services

Subscription Services are additional services and software The Etches Collection provides to the Users in a form of subscription. You can find the features, software and content included in the Subscription Services on our website. We reserve the right to modify, terminate or otherwise amend our offered features, software’s, subscription plans and promotional offerings at any time.

The Subscription Service requires payment before you can access it (“Paid Subscription”). The Etches Collection at its own discretion may offer multiple types of Paid Subscriptions and reserves the right to modify, terminate, or otherwise amend features included in any of the Paid Subscriptions at any time. We may also offer special promotional plans, memberships, or services, including offerings of third-party products and services in conjunction with or through the Subscription Service. We are not responsible for the products and services provided by such third parties.

You can choose between a monthly or yearly subscription to Subscription Services. When you purchase your selected Paid Subscription, you will have access to any Subscription Service item or content currently available within that Paid Subscription for the period you have chosen for your Paid Subscription, the new Paid Subscription will automatically renew each month or year depending on the term you have chosen, without notice, until you cancel. We may decide to periodically update the Subscription Services features,

software and/or content made available in the Paid Subscription, and some Subscription Services features, software and/or content may either become unavailable or be made available for free when this happens.

3. Using the Subscription Services

The Subscription Service and any feature, software or content that is made available through the Subscription Service (the “Content”) are the property of The Etches Collection, The Etches Collection licensors or third parties, including all academic papers. We grant you limited, non-exclusive, non-transferable and revocable permission to make use of the Subscription Service, and limited, non-exclusive, revocable permission to make personal use of the features, software and Content (collectively, “Access”). This Access shall remain in effect until and unless your Paid subscription terms ends and/or Access is terminated by you or The Etches Collection.

Upon termination of this Agreement any copyrights vested in the Content shall remain with The Etches Collection, The Etches Collection licensors or third parties. When the Access has been terminated, all licenses and permissions granted hereunder shall automatically terminate and you shall immediately cease your use of the Content, including but not limited to the use of the Content on any products we print and dropship for you and/or on your behalf. It is your responsibility to ensure that such unauthorized use of the Content will not happen. The Etches Collection also reserves the right at our sole discretion to (a) request you to immediately remove any such misused Content, (b) limit, suspend or terminate your account, (c) take technical and legal steps to keep you off the Site; and (d) charge you for any damages and losses arising out of such unauthorized use.

You are solely responsible for keeping your account password secure so that no third parties apart from you have access, use and utilize the Subscription Services. You must notify The Etches Collection immediately of any breach of security or unauthorized use of your account.

You also agree (a) not to violate any laws in connection with your use of the Subscription Services; (b) not to interfere with or try to disrupt our Subscription Services, for example by distributing a virus or other harmful computer code into our platforms, third party services, or other programs or systems our clients may use to promote their products; and (c) copy, sell, lease or otherwise provide access to Subscription Services to any third party.

4. Paid Subscription term and payments

Your Access and Paid Subscription begins as soon as your initial payment for Subscription Services is processed (except if you change the type of your Paid Subscription).

Your Paid Subscription will automatically renew each month or year depending on the term you have chosen without notice until you cancel. You authorise us to store your payment method(s) and to automatically charge your payment method(s) every month or year until you cancel. We will automatically charge you the then-current rate for your Paid Subscription and applicable taxes (such as but not limited to sales taxes, VAT or GST if the Paid Subscription fee does not include it), every month or year upon renewal until you cancel.

We may change the Paid Subscription's rate, and we will notify you of any applicable rate change with the option to cancel. Subject to applicable law, you accept the new price by continuing to use the Subscription Services after the price change takes effect. If during the term of your Paid Subscription the applicable sales tax, VAT, GST rate or any other tax or duty changes, we will adjust the tax-inclusive price for the Paid Subscription accordingly on your next billing date.

You may cancel your Paid Subscription at any time; however, there are no refunds for cancellation, and you understand and agree that you shall receive no refund or exchange for any unused time of Subscription Services according to the chosen preferences (either a monthly or a yearly Paid Subscription regardless of the type of the Paid Subscription or any changes to it thereof).

All online payments are made through our third party vendors Squarespace and Stripe.

5. Limitations of Liability

You understand that our Subscription Services are provided "as is," with all faults and without any kind of warranty (express or implied). TO THE FULLEST EXTENT PERMITTED BY LAW, WE ARE EXPRESSLY DISCLAIMING ANY AND ALL WARRANTIES OR CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES OR CONDITIONS IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, WITH RESPECT TO OUR SUBSCRIPTION SERVICES. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

You agree to use the Subscription Services solely at your own risk and understand that we do not guarantee the results of using the Subscription Services meeting your expectations or Subscription Services being secure or available at any particular time or location.

Our liability is limited according to the provisions of our Terms of Service. To the fullest extent permitted by law you release us from any and all claims and demands, as well as any and all damages, losses, liabilities, judgments, costs, reasonable attorneys' fees, and other expenses incurred or suffered by The Etches Collection of every kind and nature, known and unknown, relating to or arising out of any right, claim, or matter (a) which is disclaimed by The Etches Collection (or for which The Etches Collection provides no guarantees) under this Agreement, or (b) for which The Etches Collection is otherwise indemnified or released by you under this Agreement. Notwithstanding the aforementioned, The Etches Collection liability to pay damages for any losses incurred by you as a result of breach of contract, negligence or other tort committed by The Etches Collection, regardless of the theory of liability asserted, is limited to no more than the total amount of the most recent three (3) months of Paid Subscription fees paid under this Agreement.

6. Indemnification

To the fullest extent permitted by law you will defend, indemnify, and hold The Etches Collection harmless from any claim or demand made by any third party (including, but not limited to, your Customer), as well as any and all damages, losses, liabilities, judgments, costs, reasonable attorneys' fees, and other expenses

of every kind and nature, known and unknown, incurred or suffered by The Etches Collection, relating to or arising out of (a) your breach of this Agreement, (b) your use (or misuse) of Subscription Services, or (c) your violation of any law or the rights of a third party. We reserve the right to handle our legal defence however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy.

7. Governing Law and Dispute Resolution

This Agreement, and all disputes and claims arising out of or in connection with this Agreement or its subject matter or formation including non-contractual disputes and claims, are governed by the laws of the UK without regard to its conflict of laws rules. These laws will apply no matter where in the world you live or are located.

8. General

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign this Agreement upon notice to you. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement.

The Etches Collection collects, processes and/or shares the personal data with the third parties in accordance with its Privacy Policy, as well as all the applicable laws and regulations regarding personal data processing and protection.

The Etches Collection reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time. If you are a User in the European Economic Area and such transfer or assignment may reduce your guarantees under this Agreement, then The Etches Collection will ask for your permission beforehand.

If you have any questions about this Agreement, please email us at info@theetchescollection.org.