

## Terms of Use Agreement (TUA)

Welcome to Papyrus Jewelry.

Papyrus Jewelry may change these terms at any time by posting changes online. Please review these terms regularly to ensure you are aware of any changes. Your continued use of Papyrus Jewelry after changes are posted constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, discontinue use or access to the service or site. It is your responsibility to check the site to determine if there have been changes to the Terms of Use and to review such changes. Topics covered within our TUA, known as "Terms of Use Agreement" are as follows:

- GENERAL TERMS
- COMPLETE POLICIES LIST
- SITE AND/OR SOCIAL MEDIA CONDUCT
- REGISTRATION
- SITE USE
- SITE CONTENT RULES AND REGULATIONS
- PRODUCT, DESCRIPTION & PRICING
- DISCLAIMER OF LIABILITY
- INDEMNITY
- RELEASE
- SEVERABILITY

### GENERAL TERMS

1. By accessing, browsing or using the Papyrus Jewelry website and all sub-domains, which are a service of Papyrus Jewelry, you are agreeing to be bound by the following terms and conditions ("Terms of Use" or "Agreement") and the Privacy Policy, whether you are a registered member of Papyrus Jewelry or a non-registered guest.
2. This document and other policies as listed below combine to make up our Terms of Use Agreement.
3. You must be the age of majority in your province and/or country or older otherwise you will not be able to enter into a legally binding contract to purchase goods or services from this site.
4. If you register as a business [corporation, proprietor, or partnership] on this site you must guarantee that you personally have the authority of the business to agree to the terms of use.
5. These terms shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada.

### COMPLETE POLICIES LIST

We want everyone to have a very positive Canadian experience here at Papyrus Jewelry so we have created guidelines and policies to help clarify your rights and expectations as users of Papyrus Jewelry. We encourage you to take time to read the policies that apply to you.

Policies for All Users:

1. Terms of Use Agreement (this document)
2. Privacy Policy
3. Anti-Discrimination Policy
4. Warranty & Return Policy
5. Shipping & Delivery Policy
6. Payment & Taxes Policy

### SITE and/or SOCIAL MEDIA CONDUCT

1. You are responsible for all activity that occurs under your username and are responsible for keeping your password secure.
2. You will not take any action that may undermine the feedback or ratings systems.
3. You must not use Papyrus Jewelry, or its name for any illegal or unauthorised purpose. Users agree to comply with all local laws regarding online conduct.
4. You must not threaten, intimidate, harass or otherwise abuse any other Papyrus Jewelry user, whether through this website, or Social Media outlets.
5. You must not modify or adapt or 'hack' Papyrus Jewelry or seek to create another website or communication to users that implies it is associated to Papyrus Jewelry.
6. You must not transmit or seek to transmit any viruses or worms or any code that seeks to alter the behavior of the Papyrus Jewelry site or that is in any way destructive.
7. You must not produce unwanted communications [spam] to other users of Papyrus Jewelry.
8. Violation of any of these agreements will result in the termination of your account.

### MEMBERSHIP and/or REGISTRATION

Papyrus Jewelry's goods and services are available only to, and may only be used by individuals who can form legally binding contracts under applicable law. Services are not available to children (persons under the age of majority) or to temporarily or indefinitely suspended Papyrus Jewelry members.

If you are under the age of majority, you can use this service only in conjunction with, and under the supervision of your parents or guardians. If you do not qualify, please do not use Papyrus Jewelry. Further, your Papyrus Jewelry account (including feedback) and User ID may not be transferred or sold to another party. If you are registering as a business entity, you personally guarantee that you have the authority to bind the entity to this Agreement.

### SITE USE

In consideration of your use of Papyrus Jewelry, you agree to:

1. provide accurate, current and complete information about you as may be prompted by any registration / contact forms on the site ("Registration Data");
2. maintain the security of your password and identification;
3. maintain and promptly update the Registration Data, and any other information you provide to Papyrus Jewelry, to keep it accurate, current and complete; and
4. be fully responsible for all use of your account and for any actions that take place using your account.

All content on Papyrus Jewelry and related Social Media sites and available through its services, including designs, text, graphics, logos, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement (the "Site Content"), are the proprietary property of Papyrus Jewelry with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Papyrus Jewelry's prior written permission.

Provided that you are eligible for use of the site, you are granted a limited license to access and use Papyrus Jewelry and the Site Content and to download or print a copy of any portion of the Site Content to which you have properly gained access solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. Except for your own User Experience, you may not upload or republish Site Content on any Internet, Intranet or extranet site or incorporate the information in any other database or compilation, and any other use of the Site Content is strictly prohibited unless explicitly agreed to in writing bound by law by Papyrus Jewelry. Such license is subject to these Terms of Use and does not include use of any data mining, robots or similar data gathering or extraction methods.

Any use of the site or the Site Content other than as specifically authorised herein, without the prior written permission of Papyrus Jewelry, is strictly prohibited and will terminate the license

granted herein. Such unauthorised use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time without notice and with or without cause.

#### SITE CONTENT RULES & REGULATIONS

Papyrus Jewelry in its sole discretion, reserves the right to remove, reject, refuse orders whether online, or in person by its users and suspend, or terminate their access to any of the Services at any time, for any or no reason without prior notice.

Unauthorised use of any content or link in connection with any commercial activities without granting approval from Papyrus Jewelry is prohibited.

#### PRODUCT, DESCRIPTION, PRICING

Product, Description & Pricing are subject to change at any time without notice. We may make changes to stock availability of products and specialty papers at any time due to the nature of our work being seasonal and depending upon materials sourced. While we strive to accurately reflect descriptions and colours, actual colours will depend on the device/s you are viewing the images on.

#### PRIVACY POLICY (1 & 2)

We are committed to protecting your privacy. Papyrus Jewelry collects, uses and discloses your personal information in accordance with the Freedom of Information and Protection of Privacy Act (FOIPPA) and other applicable legislation. Papyrus Jewelry does not sell or rent personal information to third parties for their marketing purposes without your explicit consent. Registered users can access and modify personal information. Policies and rules relating to privacy and the Internet are evolving quickly. If we change our privacy policy we will post those changes on this page so that you are always aware of what information we collect and how we use it. Please view Papyrus Jewelry's Privacy Policy for additional information regarding our policies and procedures.

#### DISCLAIMER OF LIABILITY

In no circumstances shall Papyrus Jewelry, its Directors, officers, employees or contractors be responsible or liable for any loss or damages whatsoever, including (without limiting the generality of the foregoing) any direct, indirect, incidental, special, punitive or consequential damages, arising from or in connection with your use of, access to or your reliance on, or your inability to use or access, this Site, any contents of this Site, any external links on this Site, any website linked to this Site, or any contents thereof, or any website linking to this Site, or any contents thereof.

#### INDEMNITY

You will indemnify and hold Papyrus Jewelry (and our affiliates and subsidiaries, and their respective officers, directors, employees, and agents) harmless from any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising out of your breach of this agreement, your use of our services, or your violation of any law or the rights of a third party.

#### RELEASE

You release Papyrus Jewelry (and our affiliates and subsidiaries, and their respective officers, directors, employees, and agents) from claims, demands, and damages (whether direct, actual or consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this release.

#### SEVERABILITY

Any provision of any relevant terms and conditions, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to being void, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as void and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect.

#### DISCRIMINATION POLICY

Papyrus Jewelry believes that everyone has the right to be free from discrimination and harassment. This policy forms part of our Terms of Use. By using any Papyrus Jewelry services, including browsing our site and/or social media services as well as in-person events, you are agreeing to this policy and the Papyrus Jewelry Terms of Use Agreement.

Papyrus Jewelry prohibits discrimination or harassment based on the following grounds, and any combination of these grounds, or, any others that may be come available in the future:

- Age
- Religion
- Sexual orientation
- Gender identity
- Gender expression
- Marital status (including married, single, widowed, divorced, separated or living in a conjugal relationship outside of marriage, whether in a same-sex or opposite-sex relationship)
- Disability (including mental, physical, developmental or learning disabilities)
- Race
- Ancestry
- Place of origin
- Ethnic origin
- Citizenship
- Colour
- Any other characteristic protected under applicable law

#### CURRENCY TYPE

Papyrus Jewelry are Canadian based, therefore currency is in Canadian dollars.

#### ACCEPTED PAYMENT METHODS

##### PayPal

All payments are processed through PayPal. PayPal accepts most major credit cards. You do not need to sign up for a PayPal account in order to complete your purchase. Papyrus Jewelry does not store your credit card information as this is all processed through PayPal.

##### Interac e-Transfer (Canadian Customers ONLY)

This option can be selected for customers residing within Canada. Please follow the instructions on screen to ensure we receive your payment so that we may complete your order.

- Paypal.Me
- Square Reader
- Cash

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- UNDERSTANDING OUR E-STORE
- PURCHASING AN ITEM AT Papyrus Jewelry
- RATING YOUR EXPERIENCE

#### UNDERSTANDING our e-Store

By shopping with Papyrus Jewelry, you understand that:

- You are buying directly from Papyrus Jewelry;
- Papyrus Jewelry transacts with PayPal as our payment processor globally as well as Interac e-transfer as an alternative to Paypal for Canadian customers only.
- Where Papyrus Jewelry conducts in-person business within Canada, we offer Interac e-transfer, direct cash, swipe and mobile payments.

#### PURCHASING AN ITEM AT Papyrus Jewelry

When you buy from Papyrus Jewelry, you are supporting a Canadian small independent business. By making a purchase from Papyrus Jewelry, you agree that you have:

- Read the item description, (if available) viewed available online video content, viewed available product photos, read store policies, asked questions relating to products, sought feedback and reviews before making a purchase;
- Provided accurate shipping information; and
- Submitted the appropriate payment for item(s) purchased.

#### RATING YOUR EXPERIENCE

##### FEEDBACK

Papyrus Jewelry encourages buyers to share their experience. Your feedback is a great way to:

- help build a strong reputation;
- learn about our product and/or services.
- By leaving feedback along with a one to five star rating, you acknowledge that your review and profile information will be publicly displayed on our listing and review pages and or, appear on promotional material and/or social media, whether online or via traditional forms of marketing such as newspaper or print.

Feedback may **NOT**:

- Contain private information;
- Contain obscene, racist or harassing language or imagery;
- Violate our Anti-Discrimination Policy;
- Contain advertising or spam;
- Be about things outside the seller's control, such as a shipping carrier, currency conversion rate or;
- Undermine the integrity of the feedback/rating system. While we welcome feedback on our products, you must have purchased from us via our online store in order to leave feedback.

#### SHILL MARKETING

Shill marketing violates our core value of transparency and is considered to be a deceptive business practice by the [Canadian Code of Advertising Standards](#). Feedback and ratings must reflect the honest, unbiased opinions, findings, beliefs or experience of the buyer.

#### EXTORTION

Any attempt to manipulate feedback reviews through threats, intimidation or bribery is considered extortion and is strictly prohibited.