

Purple Turtle Studios
Website Terms and Conditions

Agreement between User and www.purpleturtlestudiosnm.com

Welcome to www.purpleturtlestudiosnm.com. This website (the “Site”) is comprised of various web pages owned and operated by Purple Turtle Studios (www.purpleturtlestudiosnm.com.)

These Terms set forth the terms and conditions under which you may use our website and services as offered by us without modification. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

www.purpleturtlestudiosnm.com is an E-Commerce Site. This site shows the artwork of Lisa Glickman McDonough, owner of Purple Turtle Studios, and offers these works of art for sale.

Privacy

Your use of www.purpleturtlestudiosnm.com is subject to Purple Turtle Studios’ Privacy Policy. Please review our Privacy Policy which also governs the site and informs users of our data collection practices.

Electronic Communication

Visiting www.purpleturtlestudiosnm.com or emailing lisa@purpleturtlestudiosnm.com constitutes electronic communication. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Purple Turtle Studios

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is not responsible for third party access to your account that results from theft or misappropriation of your account. Purple Turtle Studios and its associates reserve the right to refuse service, terminate accounts, or remove or edit content in our sole discretion.

Purchases

When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it: (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

The prices we charge for using our services / for our products that are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

Your use of www.purpleturtlestudiosnm.com is subject to Purple Turtle Studios' Return Policy. Please review our Return Policy which also governs purchases on the site.

Children Under Thirteen

Purple Turtle Studios does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under eighteen (18), you may use www.purpleturtlestudiosnm.com only with the permission of a parent or guardian.

Links to Third Party Sites/ Third Party Services

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Third Party Accounts

You will be able to connect your Purple Turtle Studios account to third party accounts. By connecting your Purple Turtle Studios account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information shared about you in this manner, do not use this feature.

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International Users

The Service is controlled and administered by Purple Turtle Studios from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Purple Turtle Studios content accessed through www.purpleturtlestudiosnm.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Purple Turtle Studios, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations.

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Termination/Access Restriction

Purple Turtle Studios reserves the right in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the state of New Mexico and you hereby consent to the exclusive jurisdiction and venue of courts in New Mexico in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms.

Changes to Terms

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. The most current version of the Terms will supersede all previous versions. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms.

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You agree to receive from time to time promotional messages and materials from us, by email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices, please notify us at any time.

Contact Us

Purple Turtle Studios welcomes your comments and questions or comments regarding the Terms.

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Effective as of: April 26, 2020