

Service Terms and User Agreement

We are here for you, trying to help to the best of our abilities and to work with you. So you can be fully assured, knowing that we are doing our best, but if something goes wrong, we will do what we can to fix it . We delight in our customers being happy customers, so let's talk so we can keep everything running smoothly.

You must take the time to read and understand these Terms before using Seriously Responsible. By registering with Seriously Responsible, you accept that you are entering into a contract with us under these Terms. People who register for Seriously Responsible establish an "Account" and become "Users".

The website provides access to a number of services that may be used in accordance with these terms. The Service includes, but is not limited to:

- The ability to upload digital designs or images to the website or to email digital images to us so that we can process them on your behalf;
- The ability to order products of images that have been transferred or uploaded to the website of Seriously Responsible.

These terms or User Agreement govern the relationship between you and us. This website (and the services provided through the website) can only be used if you agree to these terms. You may only use the website in accordance with these terms. Only persons aged sixteen years or over may agree to these terms and use the website or the services offered through the website.

Modification

We may modify these terms at any time. Seriously Responsible reserves the right, at its discretion, to modify this Agreement, fees, charges, terms or any site content at any time. The User shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Service by the User following such notification constitutes the User's acceptance of the terms and conditions of changes as modified. The modified terms will come into effect as soon as they are posted on the website. The use of the website or any services provided through the website after that point will be subject to the modified terms. Your provision of any payment details deem that the terms are accepted by you, the buyer.

Conditions of Order

Designs, Images and Content

- You may submit, transfer or upload digital designs, images, pictures, data, text, photographs, graphics, messages, or other material (the "Content") to the website yourself and store a copy with license to Seriously Responsible to work with it.
- You confirm to Seriously Responsible you own or have permission to use the content.
- You retain all intellectual property rights, including copyright, to the content that you have uploaded to the website or emailed to us. We may delete, remove or refuse to display any at our sole discretion.
- Images uploaded by you or by us on your behalf which are then turned into a custom product may (subject to the restrictions in these terms) be made available for viewing

to other users of this site for display in our gallery only with your expressed permission.

- We may display, modify, print, transmit, distribute or delete any of the images that you upload or email to us, provided that this is necessary in order to provide any of the service offered by us via the website or is otherwise allowed by these terms.
- You accept that a design (except vector) or photograph when enlarged may lose some definition and that colour variation may occur in finished item.
- You are advised to keep backups of all content provided to us. It is up to you to keep backup copies of content uploaded by you or emailed to us. We will not be responsible for keeping backups or for loss of, deletion or corruption of any content.
- We may without notice and at our sole discretion delete or remove any content that has been uploaded, emailed or submitted for printing in breach of these terms. We may refuse to provide any further services to anyone who breaches these terms. You will indemnify us and our officers and employees against any action, claim, damages, liability, costs and expenses arising out of: any use by you or your guests of this website in breach of these terms, any claim that the uploading or emailing of any content by you or on your behalf is an infringement of any third party's copyright, trademark or other intellectual property rights. Any claim that the processing, printing or other dealing with by us, in accordance with these terms, of any images uploaded or emailed by you or on your behalf is an infringement of any third party's copyright, trademark or other intellectual property rights.
- It is a condition of allowing you to use the website and any services offered through it , that you have the right to copy, upload or otherwise deal with content in relation to the website and to allow us to process and otherwise deal with the content in accordance with these terms. You may not upload, email to us, request us to print or otherwise deal in relation to the website with any content unless you have the right to do so and to allow us to use such content or other material in accordance with these terms. For example, you may not take content from another website or other publication and do anything with them unless you have the permission of the relevant rights owner.
- You are not allowed to upload, email to us or order products of any content which contains pornographic, obscene, indecent or offensive material, promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, or that may incite hatred or violence against any person or group, blasphemous material, defamatory or otherwise actionable material, images of any criminal act, material the use or inclusion of which infringes any copyright, trademark or other intellectual property right of any third party, material that breaches any applicable laws or legislation. We may at our discretion contact law enforcement authorities if we believe that anything unlawful is occurring or has occurred in relation to the website (including the uploading or emailing of any images in breach of the above restrictions). We may provide copies of any relevant content or material to the law enforcement authorities and in that connection may also give them access to any personal data that is held by us.
- You shall ensure your content does not infringe anyone's privacy or data protection rights; in particular, you must ensure you have the right to depict any person who appears in an Image that you upload to the Site and to authorise the subsequent use of it; misrepresent the User's identity in any way or impersonate any person; including any material containing personally identifying information about another person, such as their real name, address, phone number, or email address, except with the written approval of that person; harass, upset, embarrass, alarm or annoy any person.
- Although we prohibit the upload of images and other user content which infringes our content rules, we cannot control and monitor or pre-screen the use of our site . We may without notice delete any image or other user content which appears to breach

our content rules or prevent any user of services (including purchase of products) which includes any such image or user content.

Confirmation of order

You are responsible for ensuring all details submitted at time of checkout is accurate and complete, in order for us to provide the Service you require. These details include, but are not limited to: name, address, contact telephone number, mobile number, email address, payment details, product size and specifications and any content uploaded.

Once you have placed an order for any goods or services via this website using the Service, the order will not be treated as having been accepted until you receive confirmation from us that this is the case. This confirmation may be by email or post.

The decision as to whether to accept any order from you is at our discretion and we are not bound to do so.

We may, at our sole discretion, refund all or a proportion of the payment made in respect of the order concerned but reserve the right to charge in full as if the products had been dispatched.

Pricing and discounts

We set prices and display these prices on the website. Shipping costs are shown separately. We may at times, change our price at our sole discretion, changes will be reflected on the website.

Any changes to your order may incur additional fees and we will contact you either via email or phone to arrange payment.

Offer codes may be published from time to time as part of a promotion. Offer codes may provide a free item or a discount on part of an order.

Offer codes can only be used for online orders placed through this website. A maximum of one offer code can be used per order. Unless otherwise specified, postage and packing charges will still apply to orders subject to an offer code. Further conditions may apply and if so, will be published with the relevant offer code.

Changes to your order/Cancellations

Within 2 hours, you are welcome to contact us via phone or live chat if you wish to edit or if you change your mind. If you have any questions about your order or have any doubts about your design get in touch with our friendly customer service team who will be more than happy to help and can offer a full refund.

We may contact you via email or phone to query, make changes to or confirm your designs before we proceed with production of your order. If you do not respond to our queries, this may cause delay to your order. If we contact you with queries about your order it is because we deem it necessary in order to provide the Service. We are not obliged to contact you about your order during production.

Production of products

Production times serve as an estimated timeline and do not warrant that the products will be produced and shipped by a specific date. We will do our best to meet this timeline.

All Product Sizes are expected to be accurate, but due to the nature of making customised products, there will be marginal size differences in the finished item to the sizes quoted on this website.

All Promotional Images of our products are good likenesses for what we produce. We do not warrant that the final item will be exactly as per the images contained in this website. There are often improvements made to products that are not visible in the promotional photographs.

Delivery

Delivery Times are stated in good faith. Wherever a delivery time is stated, it serves as a guide timeline and we do not warrant that the products will be with you on a specific date. We will do our best to meet these timelines.

Shipping to anywhere outside the EU may attract local customs and duty charges, which are beyond our control and are based on the customs laws of the receiving territory. We are not obliged to indemnify such costs should they arise, and they will become a matter for the recipient.

Returns

We have different rules for the cancellation and return of your purchase dependant on if it is a personalised or non-personalised product. Please see below.

1. PERSONALISED PRODUCTS

We want you to be happy with your order, we are determined to have each and every purchase result in a happy customer. On the rare occasion that something does go wrong, then all you need to do is let us know. Take a look at the details below on how to do that:

If a product is faulty in any way, you can return it within 14 days. Contact our customer services team using the contact form, quoting your name and order number.

One of our team will then talk you through the returns procedure which can often be eased by providing a digital image of the fault (along with a clear description of the problem) in an email to hello@seriouslyresponsible.org.

- In many cases, remedy action can be taken as soon as substantiation of the claim is clear via email
- If the fault cannot be verified over the phone or email, you may need to return the item to us for inspection
- In that instance, a determination can then be made as to the state of the product
- Please do not send your products back to Seriously Responsible without contacting a member of our team first

May we remind you to review the terms that you agreed to at the time of purchase. These are available at any time on our website.

Please note we work in accordance with these provisions:

- **Non-Faulty Goods:** We cannot accept returns of non-faulty goods because the products have been personalised or customised specifically for you.
- **Faulty Goods:** To return faulty goods you need to first contact a member of our team using the contact form. Please send written notice and return the product to Seriously Responsible (please see the Home page for our address).

We will only acknowledge returned goods if they are sent using Royal Mail 'Signed For' Recorded delivery so you have proof of delivery. You will have to meet the delivery costs of returning the products, although we will refund the postage at our discretion once the item in question is rechecked. If we are at fault, then we will reimburse Royal Mail 'Signed For' Recorded delivery postage costs.

It is only when we receive the item in its original state, that Seriously Responsible will redo or recommend a remedy for a faulty item.

Please note: if the product is not in an unused condition then we will not be able to offer you a remedy save for faulty workmanship which we may repair. Where there is a minor fault, we may suggest an alternative remedy.

After you receive your items - We want you to be happy with your order, and if for any reason you're not then please do let us know. We value your feedback. As all products are personalised to order, these are never re-saleable, which means that there are some things you need to check before you've placed your order, as we won't be able to do anything about them afterwards.

- **Check Text** - If there is text in your design then check the spelling of everything before you submit. We don't personally check every word that comes through and cannot be held responsible for any spelling errors that are featured in your design.
- **Check Sizes** – Downloadable templates are provided showing the sizing guide of a product with the bleed areas (if applicable) and final trim size, so that you can make sure that your design fits within the specified areas and will not be trimmed off during the cutting process.
- **Approve a proof of your artwork** – You will be sent a proof for approval of your uploaded artwork allowing you to see what your finished item(s) will look like. Please make sure you double check everything is as desired and in the right size/shape/position and the bleed and final trim areas are as you expected. Again, if you are unsure of anything, please get in touch with our team.

Because of the personalised nature of the products that you order with Seriously Responsible, we look at each and every order on a case by case basis. We will always do everything within our power to find a solution to remedy the situation, as your satisfaction is so important to us.

If you wish to raise any concern within 14 days of receiving your order, please use our contact form and provide your order number and a short summary along with pictures. Our dedicated team will get back to you on average within 12 working hours. As per UK law, the goods cannot be returned because they were made according to your specifications or were personalised by you. We may, at our discretion, look into other solutions.

2. NON-PERSONALISED PRODUCTS

You have the right to cancel your contract for the purchase of a non-personalised product, if you notify us of the cancellation no longer than 14 days after the day following the day on which the product is delivered. You must return the unused non-personalised product to us within 14 days of notifying us of the cancellation, and you must pay for the return of the unused non-personalised product to our nominated address.

In the unlikely event of a manufacturing fault, it will be repaired or replaced free of charge. Manufacturer faults cover scratches on the product, stitching issues and hemming issues. We, the manufacturer, will decide what falls under manufacturer faults.

Termination

We may terminate your order without notice at our sole discretion. We will refund any monies due in such a circumstance.

Use of Services

Illegal use and harm to our system

- You may not use the Service to break the law. You agree that that you will not use the Service to violate any laws set out under English Law.
- You agree not to interfere with or attempt to disrupt the Service by distributing a virus or harmful code into our platforms or other programs.

Reproduction of site content

You are not allowed to copy (whether by printing off onto paper, storing on disk or in any other way), distribute (including distributing copies), alter or tamper with in any way or otherwise use any material contained in the website.

You are not allowed to use the website (or to copy or use any material from the website) for any commercial purpose other than to conduct a commercial transaction with Seriously Responsible.

You are not allowed to remove any copyright, trademark or any other intellectual property notices contained in the original material from any material copied or printed off from the website.

Operation of website

We may change the format and content of the website (or any products or services offered by this website) at any time.

We may terminate or suspend the operation of this website (or terminate or suspend the provision of any products or services offered via this website) for support or maintenance work, in order to update the website content or for any other reason. We may do this at any time and without notice.

You are advised to keep backups of all material provided to us. It is up to you to keep backup copies of images uploaded by you or emailed to us.

We will not be responsible for keeping backups or for loss of, deletion or corruption of any images or any other material.

Data protection Personal data provided to us through this website will only be used in accordance with our privacy policy. Please read through this carefully before proceeding. By providing your personal data to us you are consenting to its use in accordance with our privacy policy.

Pricing

Seriously Responsible determines the general price at which Products are sold on the Site.

Law and jurisdiction

We are reasonable and fair in our approach and should we find ourselves in dispute, we will try discussion and dialogue at first consideration for a speedy resolution. Beyond that, we will try arbitration and alternative dispute resolution procedures. If all reasonable resolution ideas are exhausted within a reasonable time frame, then these terms (and the provision of goods and services by us) are governed by and to be interpreted in accordance with English law for which you and Seriously Responsible submit for jurisdiction. In the event of any dispute arising in relation to these terms or in relation to the provision of any goods and services by us, the English courts will have exclusive jurisdiction over such dispute.

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