

Terms and Conditions (Yellow Cheek Imports LLC)

Account Term

1. To access and use the Services, you must register for account by providing your full legal name, current address, phone number, a valid email address, and any other information indicated as required. We may reject your application for an account, or cancel an existing account, for any reason, in our sole discretion.
2. You must be the older of: (i) 18 years, or (ii) at least the age of maturity in the jurisdiction where you reside and from which you use the services to open an account.
3. You acknowledge that Yellow Cheek Imports will use the email address you provide on opening an account or as updated by you from time to time as the primary method for communication with you.
4. You are responsible for keeping your password secure. Yellow Cheek Imports LLC cannot and will not be liable for any loss or damage from your failure to maintain the security of your account and password.
5. You are responsible for all activity and content such as photos, images, videos, graphics, written content, audio files, code, information, or data uploaded, collected, generated, stored, displayed, distributed, transmitted, or exhibited on or in connection with your account ("Materials").
6. You may need your own account to use certain Services, and you may be required to be logged in to the account and have a valid payment method associated with it. If there is a problem charging your selected payment method, we may charge any other valid payment method associated with your account.
7. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password.
8. A breach or violation of any term in the Terms of Service, including the AUP, as determined in the sole discretion of Yellow Cheek Imports LLC may result in an immediate termination of your Services.

Prohibited Uses and Actions

Inappropriate, False, or Misleading Content. This should be common sense, but there are certain types of content we do not want posted on Yellow Cheek Imports LLC's blogs and services (for legal reasons or otherwise). You agree that you will not post any content that is abusive, threatening, defamatory, obscene, vulgar, or otherwise offensive or in violation of our Community Policy or any part of our terms. You also agree not to post any content that is false and misleading or uses the Services in a manner that is fraudulent or deceptive.

Account Termination and Suspension

Termination of Account

We do not like to say it but—we or you can terminate our relationship anytime. We will terminate your account if you violate these Terms or our policies.

1. We may suspend or terminate your access to the Services if you are determined to be, in our sole discretion, in violation of these Terms or any of our policies. We may also suspend or terminate your access to all or any part of the Services or your account at any time, with or without cause, with or without notice, effective immediately.
2. You may terminate these Terms at any time by terminating your use of the Services.
3. On termination of these Terms for any reason, the rights and licenses granted to you hereunder will immediately terminate and the provisions of these Terms that by their nature and context are intended to survive termination will survive. We will have no liability to you for any damages, loss of profits or other claims from the termination or suspension of your access to the services to your account.

INTELLECTUAL PROPERTY RIGHTS

Yellow Cheek Imports LLC owns all intellectual property rights on the website and in the product published on it. These works are protected by copyright laws worldwide.

Permission is granted to temporarily download one copy of the materials (information or software) on Yellow Cheek Imports LLC's website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not: modify or copy the products, use the products for any commercial purpose, or for any public display (commercial or non-commercial); attempt to decompile or reverse engineer any software contained on Yellow Cheek Imports LLC's website; remove any copyright or other proprietary notations from the materials; or transfer the materials to another person or "mirror" the products on any other server. This license shall automatically terminate if you violate any of these restrictions and may be terminated by Yellow Cheek Imports LLC at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded products in your possession whether in electronic or printed format.

PAYMENT

1. You must keep a valid payment method on file with us to pay for all incurred and recurring fees. Yellow Cheek Imports LLC will charge applicable fees to any valid payment method that you authorize (Authorized Payment Method), and Yellow Cheek Imports LLC will continue to charge the Authorized Payment Method for applicable Fees until the Services are terminated, all outstanding fees have been paid in full. Unless otherwise indicated, all Fees and other charges are in U.S. dollars, and all payments shall be in U.S. currency.
2. Subscription Fees are paid in advance and will be billed in 30 day intervals (each such date, a "Billing Date"). Transaction Fees and Additional Fees will be charged from time to time at Yellow Cheek Imports LLC's discretion. You will be charged on each Billing Date for all

outstanding Fees that have not previously been charged. Fees will appear on an invoice, which will appear on the Account page of your administration console. Users have approximately two weeks to bring up and settle any issues with the billing of Subscription Fees.

3. If we are not able to process payment of Fees using an Authorized Payment Method, we will make a second attempt to process payment using any Authorized Payment Method 3 days later. If the second attempt is not successful, we will make a final attempt 3 days following the second attempt. If our final attempt is not successful, we may suspend and revoke access to your account and the services. Your account will be reactivated upon your payment of any outstanding Fees, plus the fees applicable to your next billing cycle. You may not be able to access your account or your storefront during any period of suspension. If the outstanding Fees remain unpaid for 60 days following the date of suspension, Yellow Cheek Imports LLC reverses the right to terminate your account.

LICENSE AND ACCESS

Subject to your compliance with these Conditions of Use and any Service Terms, and your payment of any applicable fees, Yellow Cheek Imports LLC or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the Yellow Cheek Imports LLC Services. This license does not include any resale or commercial use of any Yellow Cheek Imports LLC Service, or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of any Yellow Cheek Imports LLC Service or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Conditions of Use or any Service Terms are reserved and retained by Yellow Cheek Imports LLC or its licensors, suppliers, publishers, rightsholders, or other content providers. No Yellow Cheek Imports LLC Service, nor any part of any Yellow Cheek Imports LLC Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Yellow Cheek Imports LLC. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Yellow Cheek Imports LLC without express written consent. You may not use any meta tags or any other "hidden text" utilizing Yellow Cheek Imports LLC's name or trademarks without the express written consent of Yellow Cheek Imports LLC. You may not misuse the Yellow Cheek Imports LLC Services. You may use the Yellow Cheek Imports Services only as permitted by law. The licenses granted by Yellow Cheek Imports LLC terminate if you do not comply with these Conditions of Use or any Service Terms.

CUSTOMS

Countries outside of the European Union may be subject to additional duties to be paid. As the recipient, you are liable of all import duties, customs and local sales taxes levied by the country you reside in; payment of these is necessary to release your order from customs on arrival.

The Final value of your order does not include any additional duties required. The carrier, prior to delivery, will inform you of the additional duties.

If you refuse to pay the duties to release your order, the order will subsequently be returned to the Yellow Cheek Imports LLC warehouse and refunded. A shipping & handling fee may be deducted from your refund.

WARRANTIES AND LIMITATION OF LIABILITY

Items you purchase. You understand that Yellow Cheek Imports LLC does not manufacture, store, or inspect any of the items sold through our Services. THE YELLOW CHEEK IMPORTS LLC SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE YELLOW CHEEK IMPORTS LLC SERVICES ARE PROVIDED BY YELLOW CHEEK IMPORTS LLC ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. YELLOW CHEEK IMPORTS LLC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE YELLOW CHEEK IMPORTS LLC SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE YELLOW CHEEK IMPORTS LLC SERVICES, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE YELLOW CHEEK IMPORTS LLC SERVICES IS AT YOUR SOLE RISK.

ERRORS, INACCURACIES AND OMISSIONS

On rare occasions, you might find that the product you receive does not match what you saw online. If that occurs, let us know.

We strive to be as accurate as possible. However, we do not warrant that all product descriptions, images, photographs, pricing, or other information on the Services are accurate, complete, current, or error-free. In addition, all weights and size dimensions are approximate of a product offered by us is not as described or picture your sole remedy is to return it in an unused condition for a refund in accordance with our Return, Exchange, and Refund policies below. In the event of an error, whether on the Services, in an order confirmation, in processing an order, in delivering a product or otherwise, we reserve the right to correct any error and revise your order accordingly, or to cancel the order and refund any amount charged. If YOU RECEIVE AN ORDER THAT YOU BELIEVE CONTAINS A MISTAKE, WE ENCOURAGE YOU TO CONTACT US RIGHT AWAY SO THAT WE MAY CORRECT THE ERROR.

RISK OF LOSS

Yellow Cheek Imports LLC cannot be held accountable for package delayed to reasons beyond our control, including but not limited to the following:

Customs, service strikes, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, weather, natural disasters, fire, epidemics, or failure of public or private telecommunications networks.

All purchases of physical items from Amazon are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

Please note that unless otherwise stated on the website, delivery estimates are just that. They are not guaranteed delivery times and should not be relied upon as such.

ORDERS

All products are subject to availability and we reserve the right to impose quantity limits on any order, to reject all or part of an order, and to discontinue products without notice, even if you have already placed your order your placement of an order as a customer does not necessarily assume that we will accept your order. We reserve the right to refuse any order in our sole discretion. In addition, before accepting your order, we may require additional information if you have not provided all the information required by us to complete your order.

REFUND AND RETURN

All items that are purchased on sale are final sale. No exceptions. If an item was purchased before it was on sale, the credit issued back is for the current sale price. Sale prices do not extend to prior purchased of the same item. You cannot be credited back for a purchase you made at full price, for the new sale price. If you have any questions regret of our REFUND AND RETURN POLICIES, you can contact us through our website or email us at yellowcheekimports@gmail.com.

CHANGES TO THE TERMS

We may update these Terms from time to time. If we believe that changes are material, we will let you know by posting the changes through the Services and/or sending you an email or message about the changes. The way you can decide whether you want to continue using the Services. Changes will be effective upon the posting of the changes unless otherwise specified. You are responsible for reviewing and becoming familiar with any changes. Your use of the Services following the changes constitutes your acceptance of the updated Terms.

JURISDICTION & DISPUTE RESOLUTION

- A. **Governing Law.** The Terms are governed by the law of the state of the State of Washington, without regard to its conflict of law rules, and the laws of the United States of America. These laws will apply no matter where in the world you live, but if you live outside of the United States, you may be entitled to the protection of the mandatory consumer protection provisions of your local consumer protection law.
- B. **Arbitration.** You and Yellow Cheek Imports LLC agree that any dispute or claim arising from or relation to the Terms shall be finally settled by final and binding arbitration, using the English language, administered by the American Arbitration Association(The "AAA") is under its Consumer Arbitration Rules (the "AAA Rules") then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms you can find the AAA Rules [here](#)), unless otherwise required by law. **Arbitration will be handled by a sole arbitrator in accordance with those rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under the Terms will take place on an**

individual basic - class arbitrations and class actions are not permitted. You understand that by agreeing to the Terms, you are Yellow Cheek Imports LLC are each waiving the right to trial by jury or to participate in a class action or class arbitration. Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator. You may instead assert your claim in "small claims" court, but only if you claim qualifies, your claim remains in such court, and your claim remains on an individual, non-representative, and non-class basis.

If you have any questions about our Terms and Conditions, please contact us at yellowcheekimports@gmail.com.