

Terms of Service

InnerSoul Artistry

6167 Jarvis Ave.

Newark, CA 94560

Last updated: February 1, 2026

Thank you for using InnerSoul Artistry! Before using or accessing our platform, please read this Terms of Service (the “Terms of Service”) carefully. This document is a legally binding contract between InnerSoul Artistry and you, the User (as defined below), for the use of the applications, software, products and services provided by InnerSoul Artistry (collectively, the “Service”) and as such, we have tried to make it as clear as possible. In addition to the full legal terms and text, we have provided short non-binding summaries with each clause. These summaries do not aim to replace or misrepresent the full text.

A. Definitions

Summary: These terms are used throughout these Terms of Service and it’s important that you understand what we are referring to when we use them.

Terms not defined in this section shall have the meaning provided elsewhere in the Terms of Service.

- **“Agreement”** refers, collectively, to all the terms, conditions, notices contained or referenced in this document (the “Terms of Service,”) and all other operating rules, policies, including [InnerSoul Artistry Privacy Policy](#) and [InnerSoul Artistry Intellectual Property Policy](#), and procedures that we may publish from time to time on the Website including but not limited to Shipping, Payments, and Returns.
- **“Content”** refers to content featured or displayed through the Website, including without limitation text, data, articles, images, photographs, graphics, software, applications, designs, features, and other materials that are available on the Website or otherwise available through the Service.
- **“Consumer Packaged Goods”** refers to Products that customers use up and replace on a regular or frequent basis offered on our Website including, but not limited to cosmetics, coffee, and supplements.
- **“Customers”** refers to individuals or entities that purchase Your Products through a Sales Channel.
- **“Orders”** refer to Your Products once they have been purchased by You or Your customers.

- **“Produced Orders”** refer to Orders that have been completed and shipped.
- **“Products,”** refers to all products offered by different Providers on our Website including, but not limited to clothing, accessories, home decor, kitchenware, footwear, and stationary, cosmetics and other Consumer Packaged Goods.
- **“Providers,”** refers to the organizations and companies, including its third-party contract manufacturers, that InnerSoul Artistry partners within the scope of its Service to offer Products to You.
- **“Print on Demand,”** or **“POD”** to print on demand business structure.
- **“Us”** and/or **“We”** and/or **“InnerSoul Artistry”** refers to InnerSoul Artistry, as well as our affiliated legal entities, subsidiaries (including, but not limited to, SIA “InnerSoul Artistry Development”), directors, contractors, licensors, officers, agents, and employees. InnerSoul Artistry reserves the right to and may provide Services to you through various InnerSoul Artistry legal entities depending on multiple factors, such as, but not limited to Print Provider’s location, your location, region in which the transaction takes place and others.
- **“User,” “You,” “Your”** refers to the individual person, company, or organization that has visited or is using the Website or Service; that accesses or uses any part of the account; or that directs the use of the account in the performance of its functions.
- **“User Products”** refers to Products created by Users adding Content using the Service. “Your Mockups” are visual representations of Users’ Products created through the Service.
- **“User-Generated Content”** is Content, written or otherwise that is created or uploaded by our Users.
- **“Website”** refers to InnerSoul Artistry’s website located at [InnerSoul Artistry.com](https://InnerSoulArtistry.com), and all content, services and products provided by InnerSoul Artistry through the Website. It also includes InnerSoul Artistry-owned subdomains of [InnerSoul Artistry.com](https://InnerSoulArtistry.com), such as [app.InnerSoul Artistry.com](https://app.InnerSoulArtistry.com), [InnerSoul Artistryapp.com](https://InnerSoulArtistryapp.com) and all subdomains of [InnerSoul Artistryapp.com](https://InnerSoulArtistryapp.com) such as [app.InnerSoul Artistryapp.com](https://app.InnerSoulArtistryapp.com), and the use of future and current InnerSoul Artistry plugins, such as those available in the [Shopify App store](#), [Woocommerce](#), [Etsy](#),. Occasionally, InnerSoul Artistry plugin pages and websites owned by InnerSoul Artistry may provide additional or different terms of service. If those additional terms conflict with these Terms of Service, the terms in the additional terms with regard to the matter in conflict shall apply.

- **“Illicit Activity”** shall mean any intentional act or omission, including, but not limited to, deception, misrepresentation, or concealment of material facts, committed by a party with the purpose of obtaining an unjust advantage, causing harm or loss to another party, or securing money, property, services, or other benefits, or otherwise contrary to applicable laws and regulations. Illicit Activity may encompass various acts or omissions, such as: (a) defrauding others of money or services, which involves, but is not limited to, obtaining money or services through false pretenses, manipulation, or false promises; (b) forgery, which includes, but is not limited to, creating, altering, or using false documents, signatures, stolen or forged payment instruments or other items with the intent to deceive or defraud; (c) fraudulent misrepresentation, which includes, but is not limited to, making false statements or omitting material facts, knowing it to be false or misleading, with the intent to induce another party to rely on such statements or omissions to their detriment; (d) engaging in, facilitating or permitting any activity, directly or indirectly, that involves money laundering, proliferation or terrorism financing, circumvention of any sanctions applicable under national or international sanction regimes. (e) any other acts or practices that are considered unlawful under applicable laws and regulations.

B. General

1. When You use Our Services and Content, You are agreeing to:
 1. Our Terms of Service
 2. Our Privacy Policy
 3. Our Intellectual Property Policy
 4. Any other terms or policies we reference below.
2. Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, the Agreement constitutes the entire understanding between InnerSoul Artistry and You pertaining to the subject matter hereof, and supersedes any and all prior oral or written understandings or agreements between InnerSoul Artistry and You in relation to the access to and use of the Service.
3. If any provision of these Terms of Service is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

Questions about the Terms of Service? [Contact us](#).

C. When do these terms apply?

Summary: By using InnerSoul Artistry, you are agreeing to all the terms below.

By using the Service, You acknowledge that You accept and agree to be bound by these Terms of Service. If You do not agree to these Terms of Service, you may not access the Service, and if You are already registered, cancel Your account.

D. Can these terms be modified?

Summary: We can change these Terms of Service, and if the changes are big, we'll let you know.

InnerSoul Artistry reserves the right to revise the Terms of Service from time to time and the most current version will always be posted on our Website. If a revision, in our sole discretion, is material we will notify You. The "Last Updated" date at the top of the Terms of Service reflects the date of the last modification. Your use of the Service following the effective date of any modifications to the Terms of Service will constitute your acceptance of such modification. If You do not agree to the new Terms of Service, You should stop using the Service and cancel Your account.

E. What is the scope of InnerSoul Artistry's Services?

Summary: InnerSoul Artistry is an online store selling products for print on demand dropshipping. We partner with various Print on Demand businesses to print orders bought by Customers. When Products are purchased by Customers, the order is directly linked to Print on Demand printing sites to print. We are notified and We start working with Providers who will print and deliver Your Products to the Customers.

Summary: InnerSoul Artistry does not do any printing ourselves.

Summary: InnerSoul Artistry is not responsible for your choice of Print Provider and the final product. We expect you to strongly consider your final choice(s) prior to paying.

While We facilitate the resolution of disputes and provide necessary guidelines for the creation of Your Products, InnerSoul Artistry has no control over and does not guarantee the final quality of Your Product. Nor do we make any promises that Your Product will look like Your Mockup. Print Providers differ in their printing technology, product offerings, and operations.

Summary: We don't guarantee that our website will be online 100% of the time. Due to the nature of product development and the Internet, our website may have periodic downtimes.

Due to the nature of the Internet, InnerSoul Artistry cannot guarantee uninterrupted access and availability of the InnerSoul Artistry Service. We reserve the right to restrict the availability of our Service or certain features if necessary, in view of capacity limits or the integrity of our servers. We also reserve the right to restrict access when performing maintenance measures to ensure the proper working and functioning of the InnerSoul Artistry Service. InnerSoul Artistry can improve or modify its Service and may introduce new offerings from time to time.

F. Who can access InnerSoul Artistry and use the Service?

Summary: You have to be at least 18 years old to use our service and if you are signing up on behalf of someone else, you are acknowledging that you have the right to do so. Certain features of our platform may have additional terms other than those here.

1. You must be at least 18 years old and able to access and use the Service or to create a InnerSoul Artistry account. By accessing and using our Service, you represent and guarantee that you are 18 years of age or older and have the legal capacity and authority to enter into a contract.
2. If you open an account on behalf of a company, organization, or other entity, then “You” includes you and that entity, and You represent and warrant that You are authorized to grant all permissions and licenses provided in this Terms of Service and bind the entity to these Terms of Service, and that you agree to these Terms of Service on the entity’s behalf.
3. The access to or use of certain areas and features of the Service may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions. If there is a conflict between these Terms of Service and the terms and conditions applicable to a specific area or feature of the InnerSoul Artistry Service, the more specific terms and conditions will apply, unless specified otherwise.
4. To use our Service, You have to register an account. Details on how to do so are provided in the next section.
5. You understand and agree that You are responsible for paying any and all applicable taxes that may be due as a result of your use of the Service.

G. What are the rules for creating and maintaining an account?

Summary: We have certain requirements that you must abide by when you create an account with Us.

1. To create a InnerSoul Artistry Account You may be required to provide InnerSoul Artistry with certain personal information, which may include your full legal name, current address, phone number, email address, and payment information. This information will be held and used in accordance with InnerSoul Artistry's [Privacy Policy](#). You agree that You will supply accurate and complete information to InnerSoul Artistry, and that You will update that information promptly after it changes. You further agree that:
 1. You shall not create an account or access the Service if You are under the age of 18;
 2. You shall not have more than one account at any given time, and shall not create an account using a false identity or information, or on behalf of someone other than yourself or your entity, which has provided you authorization to create the account on behalf of it;
 3. You shall not have an account or use the Service if You have been previously removed by the Company;
 4. We may reject your registration or cancel an existing registration for any reason at our sole discretion.
 5. We will use the email address you provide as the primary method of communication.
 6. Any harassment or insult towards InnerSoul Artistry employees may result in immediate account termination.
2. You are solely responsible for keeping your account credentials secure and you may not disclose your credentials to any third party. You must immediately notify InnerSoul Artistry if you have any reason to suspect that your credentials have been compromised, lost or stolen or in the case of any actual or suspected unauthorized use of your InnerSoul Artistry Account. You are solely responsible for any and all activities performed through your InnerSoul Artistry account. InnerSoul Artistry will not be liable for any loss that You may incur as a result of someone else using Your username or password, either with or without Your knowledge. To the extent allowable by law, you shall be liable for any expenses and reasonable attorney's fees for your failure to safeguard user and password information and/or promptly notify the Company about unauthorized use of your account or breach of your account information or password.

3. InnerSoul Artistry expressly disclaims any and all liability arising from revocation, cancellation, or suspension of your account for any reason. Your account and registration will terminate immediately upon your breach of any of the terms herein. You may terminate your account and participation as a registered user at any time from your Account Settings > Personal Data > Delete my data. Before proceeding with deleting your account, make sure that you have disconnected your store from the respective sales channels, unsubscribed from the business plan and removed your registered credit card. Deleting your account is irreversible and you will not be able to access the data afterwards. Nonetheless, you will still be responsible for any and all pending orders and charges.
4. You represent and warrant that you shall not conduct any Illicit Activity against InnerSoul Artistry or any third party, including when using InnerSoul Artistry Service or in your sales process to your own customers. InnerSoul Artistry is at all times entitled to request any documents, information, or other materials reasonably necessary, including “Know Your Client” documentation, as well as conduct an interview to verify and ensure compliance of InnerSoul Artistry Terms. InnerSoul Artistry is at all times entitled at its sole discretion to suspend the provision of InnerSoul Artistry Service entirely or in part, as well as withhold any sums payable by InnerSoul Artistry to You if it reasonably believes that you have committed an Illicit Activity or otherwise breached the InnerSoul Artistry Terms.

H.

1. In a condition of use of the Service, You agree not to use the Service for any purpose that is prohibited by these Terms of Service. You are responsible for all of your activity in connection with the Service and you represent and warrant that you shall abide by all local, state, national, and international laws and regulations and any applicable regulatory codes in connection with your use of the Services (including the provision of Your Content), purchase of Products, and marketing, sale, and support of Customers who purchase Your Products. You represent and warrant that
 - You shall not resell, rent, lease, loan, sublicense, distribute, or otherwise transfer rights to the Service.
 - You shall not modify, reverse engineer, decompile or disassemble the Service
 - You shall not copy, adapt, alter, modify, translate, or create derivative works of the Service without written authorization of InnerSoul Artistry.

- You shall not permit other individuals to use the Service, including but not limited to shared use via a network connection, except under these Terms of Service.
 - You shall not circumvent or disable any technological features or measures in the services that are designed for protection of intellectual property rights.
 - You shall not use the Service in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction.
 - You shall not use or access the Service to compile data in a manner that is used or usable by a competitive product or service.
 - You shall not use your Account to advertise, solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages to anyone.
 - You shall not use your Account to engage in any illegal conduct.
 - You shall monitor your Account to restrict use by minors, and You will deny access to children under the age of 13. You accept full responsibility for any unauthorized use of the Service by minors in connection with your Account and You are responsible for any use of your credit card or other payment instrument by minors.
 - You shall not use the Service to order and resell blank Products without customizing them with your artwork.
 - You shall not make any representations or warranties concerning the Products beyond what is permitted or expressly authorized by the Provider of such Products.
 - Any such forbidden use shall immediately terminate Your license to the Service.
2. InnerSoul Artistry at its discretion and at any time may also remove any Content from our Service that we deem obscene, offensive or otherwise inappropriate.
10. When You use the Service, InnerSoul Artistry reserves the right to view, monitor, and record activity without notice or further permission from You, to the fullest extent permitted by applicable law, although we have no obligation to do so. Any information obtained by monitoring, reviewing, or recording is subject to review by

law enforcement organizations in connection with the investigation or prosecution of possible criminal activity involving use of the Service.

Due to the nature of the Internet, InnerSoul Artistry cannot guarantee uninterrupted access and availability of the InnerSoul Artistry Service. We reserve the right to restrict the availability of our Service or certain features if necessary, in view of capacity limits or the integrity of our servers. We also reserve the right to restrict access when performing maintenance measures to ensure the proper working and functioning of the InnerSoul Artistry Service. InnerSoul Artistry can improve or modify its Service and may introduce new offerings from time to time.

I. How do payments work on InnerSoul Artistry?

Summary: InnerSoul Artistry will only charge you when you finalize your order. No products are produced or shipped unless payment for those products has first been received via credit/debit, or from an existing InnerSoul Artistry balance. Users have the option to change settings for when and how often they are charged. You cannot withdraw “sales credits”

1. InnerSoul Artistry charges Users when Orders are sent to production. Users have the option to change their settings to adjust how often Orders are sent to production and whether InnerSoul Artistry charges per Order or for multiple Orders together.
2. InnerSoul Artistry may issue a coupon. A coupon is virtual money that can be used for paying for manual and sample orders. You may use a coupon only for a single order. Multiple coupons cannot be combined. Each coupon’s value is divided according to the total line items in the order. It cannot be converted to cash or withdrawn.
3. If you have an issue with your order, contact InnerSoul Artistry before disputing your claim with your credit card company. If you have filed a dispute with your credit card company, we will not be able to issue you a refund as well, and we cannot make any refunds or replacements until the dispute is resolved or cancelled. If there are Order issues and after an investigation InnerSoul Artistry offers you a refund, this will be provided in the form of a InnerSoul Artistry credit and will appear in your InnerSoul Artistry balance.
4. Once a user withdraws funds from InnerSoul Artistry Balance it will be sent to the same payment source where it initially came from, whether it is a credit/debit card, PayPal or another payment method allowed under these Terms of Service. For example, if a top-up is made via PayPal, withdrawal can only be made to the same PayPal account. In case the initial payment was made with a card, the InnerSoul

Artistry balance withdrawal will take place in the form of a credit/debit card full or partial refund.

5. Users are responsible for ensuring compliance with all applicable sales tax obligations for their transactions. Due to the nature of dropshipping, sales tax responsibilities may vary depending on the producer, the seller of the Product, and the delivery destination. Users are strongly encouraged to consult with a tax professional to fully understand their tax obligations and ensure compliance with all applicable tax regulations.
6. Where required by law, InnerSoul Artistry will collect and remit sales tax on behalf of users for transactions. Sales tax will be calculated and collected at the point of sale and subsequently remitted to the appropriate tax authorities.
7. Users who qualify for tax exemptions (including but not limited to a valid resale certificate, VAT ID, ABN) must provide the appropriate exemption documentation to InnerSoul Artistry before any such exemptions can be applied. InnerSoul Artistry reserves the right to continue collecting and remitting sales tax in compliance with applicable local laws if no valid exemption documentation is provided.
8. Failure to provide accurate or timely exemption documentation may result in sales tax being charged on transactions, which InnerSoul Artistry is unable to refund or retroactively adjust once collected and remitted.
9. European Union (EU) regulations require InnerSoul Artistry to collect Value Added Tax (“VAT”) on all orders produced and shipped within the EU. Users with businesses registered with the EU may apply for a VAT Exemption if the Users have a valid VAT number. If you qualify for a VAT exemption, contact InnerSoul Artistry Merchant Support with your VAT number and business details and we will apply the exemption in our system.
10. InnerSoul Artistry reserves the right to and may process and receive payments from you, as well as issue invoices to you from various InnerSoul Artistry legal entities depending on multiple factors, such as, but not limited to Print Provider’s location, your location, region in which the transaction takes place and others.

J. How does InnerSoul Artistry handle order related issues?

Summary: If you have an issue with your Order, contact InnerSoul Artistry Merchant Support directly within 30 days of product delivery and provide a detailed description of your issue, accompanied by relevant photo or video evidence that supports your case. After

investigation, we will determine if you are eligible to receive a free of charge Reprint or Refund. Some issues do not qualify for reprinting, such as the issues outlined below.

1. InnerSoul Artistry does not hold any inventory and does not perform any of the development or manufacturing of any of the Products or handle printing itself. Other than issues caused by technical errors, we are not responsible for the quality and outcome of Produced Orders. The quality of the production is dependent on the selected Provider. Each Provider has their own tools and procedures and Users are expected to perform their own research when selecting a Provider, as well as submitting Content that satisfies the provided print quality requirements. However, if your order has issues, steps for resolution are outlined below.
2. InnerSoul Artistry handles conflict resolution with the support of the Print on Demand Conflict Resolution teams based on which POD business was used. Users agree to contact InnerSoul Artistry Merchant Support for all conflict resolution. If the Produced Order does not meet User or Customer expectations, Users must first contact InnerSoul Artistry Merchant Support within 30 days of product delivery and will not contact the Print Providers. In order to best resolve the matter, the User should provide all relevant materials for InnerSoul Artistry to investigate the issue, including a description of the Produced Order, the issue, and quantity of Products affected. If a User contacts the Provider directly, the User risks account suspension at InnerSoul Artistry's sole discretion
3. Products are unique and produced to the Order, therefore, they are non-refundable. By submitting an Order to production either manually or via an automatic setting, you acknowledge that the Order execution or Order contents (products, shipping method, delivery and return addresses) cannot be further modified. If the shipment details are incorrect, or if the Customer Ordered the wrong size or color, InnerSoul Artistry can not be held responsible. The Merchant is responsible for relaying the correct information from the Merchant's Customers.
You may submit requests for change of certain Order details, including address change or delivery method change. Our Merchant Support team will evaluate the request and at its discretion will let you know whether it is possible to accommodate your request and/or whether your request carries any additional costs.
After an Order is placed InnerSoul Artistry cannot guarantee that it will be possible to issue a full or partial Refund in case of canceled Orders. Upon receiving a cancellation request, InnerSoul Artistry will determine whether your cancellation is

eligible for a full or partial Refund depending on the stage of the fulfillment of the Order.

4. Orders for products with recently updated artwork go through the Print on Demand Business Quality Control process that checks for low-resolution imagery or any other design related issues. If an issue is discovered, InnerSoul Artistry will send merchants an email explaining the issue and any possible product quality repercussions. If You choose to proceed with the order, or if InnerSoul Artistry does not receive a response within 7 days of the email notification, the order will be submitted and You will not be eligible for any replacements or refunds for this order. Orders that don't meet other criteria of InnerSoul Artistry's Terms of Service or Intellectual Property Policy will be cancelled, and charges refunded.
5. The Production times listed on the Website are estimated average times and are in no way guaranteed. If Your Order seems to be taking an unusually long time to be produced or delivered, please contact InnerSoul Artistry's Merchant Support team. If the Produced Order is lost during Shipment, InnerSoul Artistry will investigate and may provide replacements when appropriate.
6. After investigating your issue, if InnerSoul Artistry's Merchant Support team determines that your product is faulty, the Order or line items will be replaced or refunded at the discretion of InnerSoul Artistry. Refunds will be issued in the form of credit to Your InnerSoul Artistry balance.
7. InnerSoul Artistry does not provide Refunds for Orders still in transit, unless they are deemed lost by our Merchant Support team.
8. The merchant is responsible for ensuring that the specified delivery address for each and every Order is valid and accurate. If a delivery of an Order is incomplete due to an invalid or incorrect address, the Merchant can either request a reshipment or cancellation of the order. Costs associated with reshipment of the Order and/or cancellation shall be borne by the Merchant.
9. If an order has not been delivered in 30 calendar days (for domestic US or regional EU orders) or in 45 calendar days (for international orders), merchants should contact InnerSoul Artistry Merchant Support within 1 week in order to be eligible for a reprint/refund.
10. If tracking of an Order states that it has been delivered, yet the Merchant or the Customer reports it as not received, InnerSoul Artistry reserves the rights to refuse a free of charge Reprint or a Refund. Such cases will be individually investigated by the Merchant Support team.

11. An Order can be delayed due to delays from shipping carriers. InnerSoul Artistry cannot guarantee precise delivery dates on shipping, as it is dependent on the shipping carriers. Consequently, InnerSoul Artistry assumes no liability associated with delay and does not offer any Reprints and/or Refunds caused by shipping delays, unless our Merchant Support team determines that the package was lost in-transit.
12. InnerSoul Artistry reserves the right to refuse a request for Refund or Reprint, if the reasons for the complaint are due to the following: issues in the artwork file, placement, limitations of the product, bleed areas and not following the design guidelines and/or any other reason not eligible for a Refund or Reprint. Such requests will be dealt on a case-by-case basis.

J-1. When your Order may be cancelled?

In rare cases, InnerSoul Artistry may cancel an order before it is sent to production. We will do this only under certain reasonable circumstances, and if we do, we'll issue a full refund to the Customer. InnerSoul Artistry reserves the right to cancel any Order prior to the commencement of production if, in InnerSoul Artistry's reasonable determination, fulfilling the Order would be commercially impractical, violate applicable policies, or result in financial loss. The following are commercially reasonable grounds for such cancellations, though this list is not exhaustive:

1. Violation of InnerSoul Artistry's Intellectual Property Policy: If the Order appears to violate InnerSoul Artistry's Intellectual Property Policy, the Order may be canceled at InnerSoul Artistry's sole discretion.
2. Risk of Financial Loss: InnerSoul Artistry may cancel an Order if fulfillment would result in a financial loss to InnerSoul Artistry. This includes, but is not limited to evident pricing errors (e.g., misconfigurations or misentries resulting in negative or negligible margins), and unusually high or unanticipated production or shipping costs. The Merchant is solely responsible for setting product prices. By setting prices that, after accounting for base costs, fees, taxes, and shipping, leave little or no margin, the Merchant acknowledges the risk that such Orders may be canceled if fulfillment would be commercially unreasonable. InnerSoul Artistry may, at its discretion, notify the Merchant of such pricing issues prior to cancellation.
3. Illicit Activity or Policy Violations: If an Order is associated with any activity that InnerSoul Artistry determines to be fraudulent, deceptive, or in violation of InnerSoul Artistry's Terms of Service or applicable laws (including suspected use of

stolen payment credentials or circumvention of platform restrictions), the Order may be canceled.

4. **Unresolved Technical or Quality Control Issues:** Where Content associated with the Order fails InnerSoul Artistry's quality control or technical review and the Merchant does not respond within the specified timeframe to remedy the issue, the Order may be canceled.
5. **Failure to Meet Minimum Content or Customization Requirements:** Orders for blank or insufficiently customized products that violate platform guidelines may be canceled, especially where it appears that the platform is being misused to resell non-customized goods.
6. **Unavailability of Blanks:** InnerSoul Artistry reserves the right to cancel an Order if the blanks necessary for fulfillment are unavailable, whether due to stock shortages or permanent discontinuation by the applicable Provider.
7. **Unapproved Personalization Requests:** If a Customer places an Order for a Product that includes personalization features, and the Merchant does not approve the Customer's personalization request within seventy-two (72) hours after the Order is made available for review in the Merchant's InnerSoul Artistry account, the Order may be automatically canceled. InnerSoul Artistry will notify the Merchant of the pending approval request and any applicable deadline.

In the event of cancellation under this Section, InnerSoul Artistry will issue a full refund of any amounts paid for the Order to the Customer. No royalty or payment will be due to the Merchant for that canceled Order. The Merchant agrees that InnerSoul Artistry's cancellation and refund of an Order to the Customer under this Section constitutes the Merchant's sole and exclusive remedy. The Merchant expressly waives any claims against InnerSoul Artistry for loss of profit, revenue, business opportunity, or reputational harm arising from such cancellation.

K. Can you use InnerSoul Artistry's image, name and other assets?

Summary: We take intellectual property rights seriously and we kindly ask you to respect ours.

1. InnerSoul Artistry, [InnerSoul Artistry.com](https://www.InnerSoulArtistry.com), [InnerSoul Artistryapp.com](https://www.InnerSoulArtistryapp.com), and other InnerSoul Artistry graphics, logos, designs, page headers, button icons, scripts and service names ("Brand Assets") are registered trademarks, copyrights or trade dress of InnerSoul Artistry that may not be used in connection with any Product or service without the prior written consent of InnerSoul Artistry.

2. The Brand Assets available in our brand and press kit may be used by partners and third party sites as long as the appropriate links to the InnerSoul Artistry Website are included. If You use any of our Brand Assets in reference to Products or Services We have provided, You must include a statement attributing that Brand Asset to Us. You must not use any of our Brand Assets: (i) in or as the whole or part of Your own trademarks; (ii) in connection with activities, Products or Services which are not Ours; (iii) in a manner which may be confusing, misleading or deceptive; or (iv) in a manner that disparages us or our information, Products or Services (including the Website). InnerSoul Artistry reserves the right to request removal of Your use of the Brand Assets at any time.
3. Digital items (like mockups, templates, images and other design assets) and texts created in connection with the Products and/or Services we offer and their intellectual property rights belong exclusively to InnerSoul Artistry. Digital items and any results may only be used in connection with the advertising, promoting, offering and sale of Products and may not be used for other purposes or in conjunction with products from other manufacturers. If InnerSoul Artistry provides the possibility for You to modify or customize any Digital Items, You will ensure that Your Content used to modify such Digital Items will comply with the intellectual property laws and InnerSoul Artistry's Intellectual Property Policy.

M. Limitation of liability

Summary: We are not responsible for any losses you incur as a result of using our Service, your purchase and use of Products, or your marketing or sale of Your Products to Customers. We are not responsible if you break the law or breach this agreement and are sued as a result. Please read this section carefully; it limits our obligation and responsibilities to you.

1. Limitation of Liability. YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL INNERSOUL ARTISTRY, ITS OFFICER, DIRECTORS, AGENTS, AFFILIATES, EMPLOYEES, ADVERTISES, OR PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), PRODUCT LIABILITY, EQUITY OR ANY OTHER LEGAL THEORY, OR FOR DAMAGES IN THE AGGREGATE EXCEEDING THE AMOUNT OF THE FEES PAID AND PAYABLE BY YOU TO INNERSOUL ARTISTRY OR \$100.00 (WHICHEVER IS MORE), ARISING OUT OF OR IN ANY WAY CONNECTED WITH (a) THE USE OF OR INABILITY TO USE THIS SERVICE, (b) THE COST OF

PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICE; (c) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING PROVIDERS, (d) ANY OTHER MATTER RELATED TO THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

2. You agree to indemnify and hold InnerSoul Artistry and, its parent, subsidiaries, affiliates, partners, and Providers, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (a) your breach of these Terms of Service, including your representations and warranties herein, (b) your negligence or intentional acts or omissions hereunder; or (c) your violation of any law or the rights of a third party.
3. Warranty Disclaimers.
 - InnerSoul Artistry controls and operates the Service from various locations and makes no representation that the Service is appropriate or available for use in all locations. Services may not be available in Your location or may vary across locations. YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICE AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND IS PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, SAVE TO THE EXTENT REQUIRED BY LAW. INNERSOUL ARTISTRY, AND ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS, PARTNERS AND PROVIDERS DO NOT WARRANT THAT: (A) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK. SOME STATES / COUNTRIES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

- NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM INNERSOUL ARTISTRY OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.
- YOU ACKNOWLEDGE AND AGREE THAT INNERSOUL ARTISTRY IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD INNERSOUL ARTISTRY LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING PROVIDERS OR OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES OR THEIR PRODUCTS RESTS ENTIRELY WITH YOU.
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N. What if I have legal issues with InnerSoul Artistry?

Summary: If you have legal issues with InnerSoul Artistry, you agree to talk to us first, and if we can't resolve the situation together, we will follow professional procedures for arbitration. If the issue isn't arbitrable, all legal issues will be handled in the State of California.

1. If a dispute arises from or relates to these Terms of Service, You agree to first contact InnerSoul Artistry Merchant Support to attempt to resolve the issue. If the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to the Terms of Service shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
2. To the extent any claim, dispute or controversy regarding InnerSoul Artistry or our Service isn't arbitrable under applicable laws or otherwise, You and InnerSoul

Artistry both agree that any claim or dispute regarding InnerSoul Artistry will be resolved exclusively in accordance with Clause N.3 of these Terms of Service.

3. These Terms of Service shall be governed by the laws of the State of California, without respect to its conflict of laws principles. You agree to submit to the personal jurisdiction of the United States District Court for the District of California, for any actions not subject to Arbitration as outlined in Clause N.1 herein.
4. Further, to the fullest extent permitted by law, You and InnerSoul Artistry agree that no class or collective actions can be asserted in arbitration, court or otherwise. All claims, whether in arbitration, court or otherwise, must be brought solely in Your or InnerSoul Artistry individual capacity, and not as a plaintiff or class member in any purported class or collective proceeding.

O. Billing

1. When subscribing to InnerSoul Artistry Premium, you must either maintain sufficient funds in your InnerSoul Artistry balance or have a valid payment method linked to your InnerSoul Artistry account (e.g., card).
2. You acknowledge that the amount charged may vary due to factors such as promotional offers or changes to the price of the item. You authorize us to charge you for any such adjusted amounts.
3. InnerSoul Artistry reserves the right to adjust the pricing of our services or any components thereof at any time and in any manner at its sole discretion. Any price changes affecting your subscription will take effect after you receive prior notice via email. You may choose to cancel your subscription before the new pricing takes effect. If you do not cancel, you agree to the new pricing.

P. InnerSoul Artistry FX rate

Summary: You may select a non-USD currency as billing currency for Your orders. When You select a non-USD currency InnerSoul Artistry will use InnerSoul Artistry FX Rate to convert USD to Your chosen currency. By selecting a non-USD currency, refunds for orders will be returned to You in the selected non-USD currency.

You may select a non-USD currency as billing currency for Your orders on InnerSoul Artistry.

When You select a non-USD currency for Your order InnerSoul Artistry will use foreign exchange rate/-s (InnerSoul Artistry FX Rate) to convert USD to Your chosen currency and to

determine the total payment for products, shipping, and any other applicable costs in Your selected currency.

The applied InnerSoul Artistry FX Rate/-s may not match the foreign exchange rates published online or in other financial databases. Those foreign exchange rates are generally inter-bank rates not available to end customers. Due to foreign exchange rate fluctuations, InnerSoul Artistry will always try to apply the most efficient InnerSoul Artistry FX Rate/-s.

InnerSoul Artistry reserves the right, at its sole discretion, to change InnerSoul Artistry FX Rate/-s at any time.

If You select a non-USD currency as a billing currency, refunds for orders will be returned to Your credit or debit card in the selected non-USD currency. We will use the same InnerSoul Artistry FX Rate that was used for the original payment for Your order to calculate the refund, including any fees.

Please note, if You select to use a non-USD currency, some limitations may be applied. For example, the use of coupons (flat discounts for orders) and InnerSoul Artistry's USD Balance will be disabled, but Your subscription still will be charged in USD. We will notify You about applied limitations when You select a non-USD currency.

You may at any time stop using non-USD currency and select USD as the billing currency for Your orders.