

Policies and Terms of Use

Policies

User Consent

By visiting our website or using our products or services, you agree to the terms of this Privacy Policy.

Client Confidentiality Agreement

Bonneville Promotions LLC will gladly provide a mutual confidentiality agreement if requested. The confidentiality agreements will remain in effect permanently, and will protect any and all proprietary information from all clients.

Invoices

After the invoice has been paid for, *all sales are final*. Payment is deemed as verification that all product styles, colors, quantities, specifications, etc. on the invoice are 100% accurate and will be ordered. Payment options are as follows:

- A. 100% payment upfront or;
- B. 50% payment upfront and remaining 50% upon delivery
- C. After a relationship with the Buyer has been established with good standing, net payment terms are available

PLEASE NOTE: Products will not be ordered until an agreement on payment terms have been made.

Cancellation Policy

In the event that the Buyer wants to cancel an order AFTER the invoice has been paid and BEFORE the order has been sent to production, the Company will refund at most 75% of total invoice amount.

If the Buyer wants to cancel an order AFTER order has been sent to production, it will be up to the Company's supplier to determine if the order can be canceled and what amount can be refunded. The Company will charge at least 25% of the total order for work performed. The Buyer will then be refunded remaining amount, minus what the Company's supplier charges for the cancellation fee.

Mess Ups (Return Policy)

The Buyer shall inspect the Goods immediately upon arrival and shall within three (3) business days after arrival give written notice to the Company of any claim that (1) the Goods do not conform with the terms of the Buyer's invoice (the "Order") or (2) that the Goods are defective, provided that a visual inspection by the Company should have revealed such defect. If Buyer shall fail to give such notice, the Goods shall be deemed to conform to the terms of the Order, and Buyer shall be deemed to have accepted and shall pay for the Goods in accordance with the terms of the Order and these Terms (together, the "Agreement").

If the Goods are indeed incorrect based on whats stated above then the Buyer will need to return 100% of product(s), and 100% refund or credit will be issues (which ever one is desired).

If the Buyer decides to keep product(s) they will receive a partial credit.

Marketing

We reserve the right to use pictures for our portfolio of the customized products we've created. This is including, but not limited to, our website, e-mails, and any other marketing means.

Miscellaneous

Bonneville Promotions reserves the right to refuse service to anyone and terminate any relationship at any time, this also applies to any customer.

Legal Notices

Copyright Notice

The contents of this Web site are copyright © 2017, Bonneville Promotions LLC. All rights reserved.

Terms of Use

Welcome to the Bonneville Promotions website (the "Site"). By accessing this Site, you agree to be bound by the terms and conditions below (the "Terms"). If you do not agree to all of the Terms, please do not use the Site. Bonneville Promotions, LLC. (the "Company") may from time to time modify or revise the Terms by updating this Web page. Your use of our Site following any such change constitutes your agreement to follow and be bound by the Terms as changed. If any change is unacceptable to you, your only recourse is to terminate your use of the Site.

Trademark Notices

Bonneville Promotions and certain other marks in this Web site are the trademarks, trade names, and service marks of Bonneville Promotions LLC. (the "Company"). Any use of such marks without the prior written consent of the Company is prohibited. Other trademarks and logos are the property of the parties to whom they are attributed.

Legal Agreements

Any use, display or reproduction of this website is subject to the Website Terms of Use. By visiting this website you agree to the Website Terms of Use. This website may collect information from visitors to this website. All such information is subject to our Privacy Policy. By visiting this website or providing any information to this website you accept our Privacy Policy.

Privacy Policy

Bonneville Promotions LLC (the "Company") respects the privacy of its subscribers and the visitors and users of its websites.

This policy ("Privacy Policy") is intended to inform you of our policies and practices regarding the collection, use and disclosure of any personal information we obtain about you based upon your use of our website, products and/or services.

The Company collects information differently from different types of website users. Visitors to the Company's website are divided into two categories:

- "Subscribers" are users who have registered to use the Company's services or have otherwise provided their contact information to the Company pursuant to this Privacy Policy.
- "Unregistered Users" are persons who are not Subscribers who visit any of the Company's websites.

Subscribers also agree to the Privacy Policy by entering into an agreement with the Company or otherwise agreeing to provide their contact information to the Company pursuant to this Privacy Policy.

How the Company Collects Personal Information

"Personal Information" is information about you that is personally identifiable to you such as your name, address, e-mail address, phone number, and other non-public information that is associated with the foregoing. We pay close attention to how Personal Information is collected, used and shared, and we use Personal Information sensibly.

The Company does not collect Personal Information from Unregistered Users.

The Company collects Personal Information from Subscribers through (a) the online registration process in which Subscribers are asked to identify themselves and to provide their names, addresses, e-mail addresses, telephone numbers and similar identifying information, (b) the process of accepting orders for products from Subscribers (which may take place online, in the case of orders submitted through our Website, telephone, or e-mail, and (c) third parties and outside sources (where the Company may obtain information about a Subscriber from a source other than the Subscriber's actions and combine that acquired information with information provided by the Subscriber).

How the Company Collects Financial Information

"Financial Information" is information about a person's financial condition or information about a person's bank accounts, credit accounts, financial accounts, payment history and records of invoices to that person, payments made by that person, other information pertaining to payment obligations and log-in information and payments to online accounts that have the power to initiate or receive payments.

We pay close attention to how Financial Information is collected, used and shared, and we use Financial Information sensibly.

A consumers financial information is held by our Financing company Stripe, Inc.. No card numbers, bank accounts, financial accounts or any other sensitive financial information will be held independently by the Company.

The Company collects Personal Information from Subscribers through the online registration process and through the online billing process in which Subscribers are asked to provide a means of effecting payment for products or services purchased from the Company and through which information is created pertaining to Company invoices, Subscriber payments and other data pertaining to Customer payment obligations.

Use of Personal Information

The Personal Information we gather from Subscribers helps us learn about our Subscribers. We use this information to better tailor the features, performance and support of our solutions, products and services, and to contact you from time to time with information and offers about our own or a third party's products and services.

We may also use Personal Information collected from Subscribers to suggest, through the interactive functions available on the Company's website, other products and services that may be of interest to the Subscriber based upon the Subscriber's website usage history and personal

profile. We may also share Personal Information of Subscribers with other businesses to offer Subscribers products, services, and promotions. In addition, we may share such Personal Information with other businesses that may contact Subscribers regarding requests for service. We may also use Personal Information to provide Subscribers with electronic newsletters or promotional e-mails as well as information and offers about our products and services.

Personal and Non-Personal Information Collected via Technology

As you navigate our website, certain passive information may also be collected, including your Internet Protocol address, browser type, and operating system. We also use cookies and navigational data like Uniform Resource Locators (URL) to gather information regarding the date and time of your visit and the solutions and information for which you searched and viewed. We may also collect information about you and the websites you have visited from Web beacons and other technical sources that might tell us information such as other websites visited, the pages you have visited recently, Web searches you have conducted and other information about your use of the Web. This information may be shared with third parties, and such third parties may store such data, but only as aggregate statistics which will not include personally identifiable information, for the purposes of improving our Advertising or making our solutions and services more useful to you.

Personal Information We Receive from Other Sources

We may receive Personal Information about you from other sources like telephone, fax number, e-mail and any other written documentation. We may add this information to the information we have already collected about you in order to improve the solutions and services we provide.

Disclosure of Personal Information

Except as otherwise stated in this Privacy Policy, we do not sell Personal Information to third parties. We may engage third parties to assist us, and, in connection with such assistance, we may provide them with Personal Information that we have collected from Subscribers and that is necessary for them to assist us.

We also use third parties to maintain and store Personal Information and to process any payment you make to us. Generally, these third parties are required not to use your Personal Information other than to provide the services requested by the Company.

We may at any time have subsidiaries and other companies under a common control (collectively, "affiliates"). We may share some or all of your Personal Information with these affiliates, in which case we will require our affiliates to honor this Privacy Policy.

If our Company or our assets are acquired by another company, that company will possess the Personal Information collected by us and it will assume the rights and obligations regarding your Personal Information as described in this Privacy Policy.

We may disclose your Personal Information if we believe in good faith that such disclosure is necessary to (a) comply with relevant laws or to respond to subpoenas or warrants served on the Company; or (b) to protect and defend the rights or property of the Company or our subscribers.

Your Choices Regarding Your Personal Information

Should you decide to stop receiving e-mail communications or newsletters from us, you will have the opportunity to "opt-out" by following the unsubscribe instructions provided in the e-mail. If at any time you wish to subscribe to any communications from us, you may do so by contacting us at info@bonnevillepromo.com. Despite your indicated e-mail preferences, we may send you e-mails regarding updates to legal notices applicable to the account you created with us. From time to time, we may contact you by telephone to offer you products or services that

we believe may be valuable to you. Should you prefer not to receive such calls, please advise the representative who contacts you or contact customer service.

Regarding Minors

Our services are not designed for minors under the age of 18. We do not intentionally gather Personal Information about visitors who are under the age of 18.

Links to Other Sites

Our provision of a link to any other website or location is for your convenience and does not signify our endorsement of such other website or location or its contents. We have no control over, do not review, and cannot be responsible for these outside websites or their content. Please be aware that the terms of our Privacy Policy do not apply to these outside websites.

Security

We use reasonable measures to maintain the security of your Personal Information. Even so, technical mistakes are possible. No service provider, including our Company, can fully eliminate security risks associated with Personal Information.

Contact Us

Should you have any questions or concerns regarding this Privacy Policy, please contact us at:
Bonneville Promotions LLC
PO Box
Salt Lake, UT 84104

Privacy Policy Updates

This Privacy Policy is subject to occasional revision, and if we make any changes in the way we use your Personal Information, we will notify you by posting an updated Private Policy at www.bonnevillepromo.com. If you object to any such changes, you must cease using our website, products or services. Continued use of our website, products or services following notice of any such changes shall indicate your acknowledgment of such changes and agreement to be bound by the terms and conditions of such changes.

Choice of Law

If you choose to visit the Company's website or use our products or services, any dispute over privacy is subject to this Privacy Policy and is governed by the laws of the State of Utah.

Terms of Sale and Pricing

These Terms of Sale and Pricing (these "Terms") govern all purchases of goods or services through this website (this "Website") from Bonneville Promotions LLC. (the "Seller"). Anyone purchasing goods or services through this Website (each, a "Buyer") agrees to be bound by these Terms.

Warranty

Except as expressly warranted by the Company in its written warranty applicable to the Goods, The Company makes NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Buyer agrees to assume all risks and liability for the Goods, whether used individually or in combination with other goods.

Liability

Buyer agrees to indemnify and hold the Company harmless from any and all claims, actions, liability, loss, damage or expense (including, without limitation, reasonable attorneys' fees) with

respect to any suit, claim, demand or other proceeding arising out of or relating to the Goods, except to the extent relating to a breach of the Company's express written warranty made herein.

The Company's liability to Buyer, or person or entity purchasing from Buyer, shall be limited to the extent permitted by law, to the express warranties set forth in the Company's written warranty applicable to the Goods. The Company shall not be bound by any claim adjustment made by Buyer without prior written authorization by the Company's owner or legal team.

Return of Goods will not be accepted unless a written authorization for return has been given by the Company's owner. Any unauthorized returns are subject to refusal by the Company and may be returned to Buyer through same form of delivery at Buyer's expense. THE COMPANY SHALL HAVE NO LIABILITY TO BUYER (OR ANY PERSON OR ENTITY CLAIMING THROUGH BUYER) FOR LOST PROFITS, LOSS OF REVENUE, OR FOR INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES AND THESE ARE HEREBY WAIVED BY BUYER.

Copyright and Trademark Notice

This Site and its contents, including, but not limited to, text, photographs, graphics, illustrations, video, sound, and other material (all such content collectively referred to as "Content") are protected under United States and international copyright laws and are the property of the Company or its third-party licensors. All rights reserved. All logos, splash screens, page headers, custom graphics, and button icons displayed on this Site are service marks, trademarks, and/or trade dress (collectively, "Marks") of the Company or its third-party licensors.

Except as specifically permitted herein, copying, distributing, transmitting, displaying, modifying, selling, or participating in the sale of, or otherwise exploiting or using any Content or any Marks in any form or by any means without the express written permission of the Company's owner, is prohibited and may violate the copyright or trademark laws of the United States and/or other countries.

The Site and its Contents are intended solely for commercial and personal use by the users of the Site. You may download or copy the Contents displayed on the Site for the sole purpose of using the Site as a professional resource, provided that you maintain any notices contained in the Content, such as all copyright notices, trademark legends, or other proprietary rights notices. No right, title, or interest in any downloaded materials is transferred to you as a result of any such downloading or copying.

Your Comments

We appreciate your comments, remarks, feedback, suggestions, ideas, and other submissions you disclose or transmit to us (collectively, "Comments"). You grant the Company and its affiliates a perpetual, irrevocable, worldwide, royalty-free right and license to use, reproduce, modify, adapt, publish, translate, create derivative works of, distribute, publicly perform, and publicly display (in whole or in part) your Comments, your name, and any related copyrights, moral rights, or other intellectual property rights.

Privacy

It is our policy to respect the privacy of individuals who visit the Site or provide Comments to us. Our privacy policy (the "Privacy Policy") is incorporated herein by reference. By accepting these Terms, you expressly consent to the use and disclosure of your personally identifiable and other information as described in the Privacy Policy.

Disclaimer

This site, its contents, and all information, products, and services contained in or offered through this site are provided on an "as is" and "as available" basis without representations or warranties of any kind. The Company expressly disclaims all such representations and warranties, either express or implied, including, without limitation, warranties of title, merchantability, fitness for a particular purpose, or non-infringement and any implied warranties arising from course of dealing or course of performance. The Company does not warrant that this Site or its contents will be complete, accurate, uninterrupted, secure, or error free or that the Site or the server that makes it available are free of viruses or other harmful components. All information on the Site is subject to change without notice.

Indemnification

You agree to defend, indemnify, and hold the Company harmless from and against any and all claims, losses, damages, liabilities, costs, and expenses, including attorneys' fees, arising from or related to your (i) use of the Site or (ii) violation of any of these Terms.

Limitation of Liability

In no event shall the Company be liable for any direct, indirect, consequential, special, or incidental damages arising out of or related to your use of or inability to use this site or goods or services purchased or obtained through this Site, whether in an action under contract, negligence, or any other theory, even if the Company has been advised of the possibility of such damages. The Company's total liability for any claim arising from or related to your use of this Site shall not exceed one hundred dollars (US\$100).

Miscellaneous

These Terms are governed by and shall be construed in accordance with the laws of the State of Utah without giving effect to any principles of conflicts of law. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms are effective unless and until terminated by the Company.



Bonneville Promotions