

## Terms & Conditions

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**OFFICE HOURS** Our office hours are \_\_\_\_\_.

**TURNAROUND TIME FOR ORDERS** \_\_\_\_\_.

**RETURNS / REFUNDS** \_\_\_\_\_. All sales are final. J an I retains the exclusive and sole right to determine whether it will accept a product for return, exchange or cancellation. Customers should exercise caution when placing an order, as once placed an order can not be cancelled, returned or exchanged without the express written approval of J an I. In no event shall J an I accept any product for exchange or return after thirty (30) days from its purchase date.

To contact J an I regarding the possibility of a return or exchange, contact J an I at \_\_\_\_\_.

**ORDER CANCELLATION** J an I will be happy to help you cancel your order prior to processing by contacting J an I via telephone at \_\_\_\_\_ or by email to \_\_\_\_\_. Our Customer Service Team will inform you of any cancellation charges depending on the stage of the order. If an order is canceled prior to processing but before it has been shipped, administrative fees (credit cards fees, etc.) will be subtracted from your refund. Minimum is \$15. Orders that have shipped may not be cancelled. J an I is not responsible for any duplicated orders that are placed on our web site due to the customer mistake.

**ORDER SHIPPING AND DELIVERY** J an I strives to ensure that orders are processed and shipped in a timely manner. J an I's shipment and delivery dates are calculated based upon estimates provided by our suppliers. J an I will always act to make sure that delivery schedules are met. However, unexpected equipment failure, malfunction and or technical problems may delay the shipment and/or delivery process. In case of delay caused by technical difficulty, rush charges/fees will be refunded or waived where applicable. However, technical difficulty will not be the grounds for order cancellation. In no case shall J an I be liable for any consequential or damages resulting from any delay in shipment or delivery. All J an I customers agree not to hold J an I liable for delays in shipments caused by weather conditions, shipping company delays, international customs issues or any other circumstances beyond J an I control (either directly or indirectly).

**SHIPPING ERRORS & LOST PACKAGES** J an I is not responsible for 3rd party shipping errors, omissions or damaged shipments. J an I encourages customers to purchase shipping insurance where available to protect against loss or damage.

**CUSTOMER SUPPLIED INCORRECT ADDRESS** When a package is not delivered due to an error made by the customer in submitting the proper shipping address, J an I will reship the package with corrected address and charge an additional shipping fee for the shipment. We reserve the right to refuse service without disclosing a reason.

**VENUE AND GOVERNING LAW** J an I is based in Louisville Kentucky, and all transactions take place on J an I's servers located in Louisville, Kentucky. Any legal action or proceeding relating to or arising from your access to or use of this Site must be instituted in Louisville, Kentucky and shall be governed by the laws of the Commonwealth of Kentucky. You agree to submit to the jurisdiction of the applicable Louisville, Kentucky courts and agree that venue in these courts is proper in any such legal action or proceeding.

**INDEMNITY** You agree that you shall indemnify and defend J an I and all parties from whom J an I has licensed portions of Content, and their directors, officers, and employees, against all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses arising out of or related to (i) your breach of these Terms of Use or (ii) any suit, claim, or demand arising from or relating to any text, photograph, image, graphic or other material you incorporated into Products.

## **PRIVACY POLICY:**

J an I is committed to protecting your privacy and giving you a safe online experience. This Statement of Privacy applies to J an I's Website and governs data collection and usage. By using J an I's Website, you consent to the data practices described in this statement.

### **Collection of your Personal Information**

J an I may collect personally identifiable information, such as your e-mail address, name, home or work address or telephone number. J an I may also collect anonymous demographic information, which is not unique to you, such as your ZIP code, age, gender, preferences, interests and favorites.

There is also information about your computer hardware and software that may be automatically collected by J an I, including but not limited to: your IP address, browser type, domain names, access times and referring Web site addresses. This information may be used by J an I for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the J an I's Web site.

J an I encourages you to review the privacy statements of Web sites you choose to link to and from J an I so that you can understand how those Web sites collect, use and share your information. J an I is not responsible for the privacy statements or other content on Web sites outside of the J an I and J an I's family of Websites.

### **Use of your Personal Information**

J an I collects and uses your personal information to operate its Website and deliver the products and/or services you have requested. J an I may also uses your personally identifiable information to inform you of other products or services available from J an I and its affiliates. J an I may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

J an I does not sell, rent or lease its customer lists to third parties. J an I may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) is not transferred to the third party. In addition, J an I may share data with trusted partners to help us perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to J an I, and they are required to maintain the confidentiality of your information. J an I does not use or disclose sensitive personal information, such as race, religion, or political affiliations.

J an I's Website will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on J an I or the site; (b) protect and defend the rights or property of J an I; and, (c) act under exigent circumstances to protect the personal safety of users of J an I or the public.

### **Use of Cookies**

J an I's Web site uses "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize J an I's page(s), or register with J an I site or services, a cookie helps J an I to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same J an I Website, the information you previously provided can be retrieved, so you can easily use the J an I s features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the J an I services or Web site you visit.

### **Security of your Personal Information**

J an I secures your personal information from unauthorized access, use or disclosure. J an I secures the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When personal information (such as a credit card number) is transmitted to other Web sites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

### **Changes to this Statement**

J an I will occasionally update this Statement of Privacy to reflect company and customer feedback. J an I encourages you to periodically review this Statement to be informed of how J an I is protecting your information.

### **Contact Information**

J an I welcomes your comments regarding this Statement of Privacy. If you believe that J an I has not adhered to this Statement, please contact J an I at the e-mail address, street address or phone number provided elsewhere on this website. We will use commercially reasonable efforts promptly to determine and remedy the problem.

