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**This policy is effective as of November 12, 2005 and supercedes any previous policy agreement.**

# 1. ORDERING ONLINE

## 1.1 Placing your order via the website

You may place your order using the shopping cart integrated into our website. This is the fastest, easiest, and most secure method for placing your order.

To order a product listed on our website, fill in the information form (where applicable), enter/select the quantity you desire, and click the associated *Add to Cart* button. To view your shopping cart, click the *View Cart* button. Product quantities can be updated on the shopping cart page. To change the unit quantity, enter a new number value in the appropriate field under the *Qty* column, then click the *Update Cart* button. To remove an item, place a check mark in the appropriate box under the *Remove* column, then click the *Update Cart* button.

Once you have added all the items you wish to order to the shopping cart, click the *Secure Checkout* button on your shopping cart page to proceed to the checkout process and complete your order.

If your order includes new custom pattern products, we will contact you with instructions for submitting the media item(s) to be used for those products. In most cases, we will ask you to attach digital media files to a response e-mail. This is the fastest and easiest method for submitting digital media items. However, if your order includes printed media items, or if you are unable to submit your digital media files by e-mail, we will ask you to submit the media by postal mail. Digital media files submitted by mail should be stored on a CD or 3.5" 1.44mb diskette.

## 1.2 Placing your order via e-mail

You may place your order via e-mail, if you so desire. If your order contains special items and/or conditions that prevent you from being able to place your order via the website, you must place your order by either e-mail or postal mail.

To place an order via e-mail, send an e-mail to [payments@digi-source.net](mailto:payments@digi-source.net) along with the following information:

- Your full name, address, and phone number
- Your PayPal account ID (an e-mail address) (for billing purposes)
- A list of the items you are ordering. For each item, include the quantity desired, item number, pattern ID (if applicable), and any other information requested by the product's information form on the website (where applicable).

If your order includes new custom pattern products, we will contact you with instructions for submitting the media item(s) to be used for those products. In most cases, we will ask you to attach digital media files to a response e-mail. This is the fastest and easiest method for submitting digital media items. However, if your order includes printed media items, or if you are unable to submit your digital media files by e-mail, we will ask you to submit the media by postal mail. Digital media files submitted by mail should be stored on a CD or 3.5" 1.44mb diskette.

# 2. ORDERING BY MAIL

## 2.1 Placing your order by mail

You may place your order by mail using either our Basic Mail Order form or our standard Mail Order form. The Basic Mail Order form is for orders that contain a single new custom pattern product, and is suitable for (and preferred by) most of our customers. Orders that contain multiple custom pattern products or other items should use the standard Mail Order form. To obtain either PDF document, please visit our website or contact the sales department at [sales@digi-source.net](mailto:sales@digi-source.net).

To place an order by mail, simply print the appropriate order form and follow the included instructions. Please enclose the media with your order. Digital media files should be stored on a CD or 3.5" 1.44mb diskette.

If your order contains multiple new custom patterns, please use the standard Mail Order form and enclose a note explaining which media item should be used for each product. You may use our Media Identification form for this purpose, if desired. To obtain the PDF document, please visit our website or contact the sales department at [sales@digi-source.net](mailto:sales@digi-source.net).

If you have any questions about placing your order, please contact the sales department at [sales@digi-source.net](mailto:sales@digi-source.net) for assistance.

### 3. PAYMENT INFORMATION

#### 3.1 Payment methods and terms for orders placed via the website

We use PayPal to process transactions placed via our website. In accordance with their terms of service, PayPal accepts the following payment methods:

- *PayPal members*: Visa, MasterCard, American Express, Discover, debit/check card, bank transfer, and/or PayPal account balance.
- *Non-members*: Visa, MasterCard, American Express, or Discover.

#### 3.2 Payment methods and terms for orders placed via e-mail

We prefer to use PayPal to process transactions placed via e-mail. We will bill your PayPal account once we receive your order. PayPal payments are due at the time we issue the invoice.

Orders will be held until we receive full payment. Sorry, we do not ship C.O.D.

If you require alternate payment arrangements, please contact the sales department at [sales@digi-source.net](mailto:sales@digi-source.net) to discuss your needs.

#### 3.3 Payment methods and terms for orders placed by mail

We accept the following payment methods for transactions conducted by mail: personal check, business check, cashier's check, money order, or PayPal.

If paying by check or money order, please make it payable to **Charles Pollman**. Please note that any order paid by personal check, business check, or money order will be held until the payment clears, usually about ten (10) business days. Customers whose checks are returned unpaid — for reasons including, but not limited to, insufficient funds — will be charged a \$35.00 handling fee per returned check or money order in addition to any other amounts due. All orders must be paid in full at the time of placement.

If paying via PayPal, please enter your PayPal account ID (e-mail address) in the space provided. We will bill your PayPal account once we receive your order. PayPal payments are due at the time we issue the invoice. In the event we are unable to process your payment through PayPal, we will ask you to submit your payment by check or money order.

Orders will be held until we receive full payment. Sorry, we do not ship C.O.D.

If you require alternate payment arrangements, please contact the sales department at [sales@digi-source.net](mailto:sales@digi-source.net) to discuss your needs.

#### 3.4 How we calculate sales tax

We are required to collect a 7% sales tax for all orders delivered within the state of Georgia. State law requires us to charge this tax on the full amount of the order, including shipping and handling charges. We do not collect sales tax for orders delivered outside the state of Georgia.

## 4. TRACKING YOUR ORDER

### 4.1 Tracking your order

Order tracking is available online via e-mail for all orders. If you provide us with a valid e-mail address, we will send order status updates to that address.

**Order confirmation/receipt:** This e-mail confirms we have received your order. If you use PayPal as your payment method, you may also receive a payment receipt e-mail from PayPal. Order confirmation/receipt confirms only that we have received your order. We will contact you if we need anything further to begin processing your order.

**Order in progress:** This e-mail confirms we have received the information necessary to process your order, and are ready to do so. We will contact you if we discover we need anything further. In most cases, your order will be ready to ship within three business days (ten business days for orders paid by check or money order).

**Order shipped:** This e-mail confirms we are ready to ship your order. If applicable, we will include the tracking number for your shipment. In most cases, orders that have shipped via USPS Priority Mail will be delivered within 2-3 business days.

## 5. SHIPPING INFORMATION

### 5.1 Shipping methods and terms for all orders

We charge a flat rate of \$5.00 per order for shipping and handling. All orders are shipped via USPS Priority Mail. Delivery is available to all United States addresses, including Post Office boxes and military addresses. **We do not ship to foreign addresses at this time.**

Most orders will be shipped within five business days of receipt (twelve business days for orders paid by check or money order) and require an additional 2-3 business days for delivery. Please note some orders may experience considerable delays during fulfillment and/or shipping.

If you require alternate shipping arrangements or have not received an order within ten business days of its shipping date, please contact the sales department at [sales@digi-source.net](mailto:sales@digi-source.net) to discuss the matter. Please note that alternate shipping arrangements may be subject to additional shipping and handling charges.

## 6. RETURNS

### 6.1 Satisfaction guarantee

We want you to be satisfied with your order! If you are not completely satisfied, you may return your order within 30 days of receipt for a prompt refund or replacement. Please see our returns policy for details.

### 6.2 Returns policy

Complete instructions for returning merchandise are included on the Return Authorization form. To obtain the PDF document of the Return Authorization form, please visit our website or contact the sales department at [sales@digi-source.net](mailto:sales@digi-source.net).

We will accept merchandise for return within 30 days of receipt. All non-defective merchandise must be in complete, new, and resalable condition. All defective merchandise must be in complete and unused condition. All returned merchandise must be accompanied by all related materials and a Return Authorization form.

Please contact the sales department at [sales@digi-source.net](mailto:sales@digi-source.net) to obtain a return authorization number. The return authorization number we assign to your return must be clearly posted on the outside of the shipping container. Return authorization numbers are valid for 10 business days from the date they are issued.

You are responsible for all expenses incurred as a result of returning merchandise to us, including postage fees, unless the return is due to our error. We highly recommend you send return packages using a carrier service that offers insurance and delivery confirmation because we cannot accept responsibility for return shipments that are lost, misdirected, or damaged.

Items that are returned for a refund will be refunded by check or PayPal, depending on the original method of payment used. Shipping and handling charges will not be refunded. Items returned in incomplete, used, and/or damaged condition may be subject to a restocking fee of up to 50% of the original price, if we accept them.

Only defective merchandise may be returned for replacement. We will replace, at our expense, any defective item returned to us with an identical product. Sorry, we cannot exchange any item for a different item.

If you receive an incorrect item as a result of our error, we will gladly attempt to correct our mistake. For the purposes of this policy, an incorrect item is an item you have received but (1) did not order, or (2) ordered with different specifications. Please note that we are sometimes unable to accommodate special request specifications. In such cases, we will include an explanation with your order, and the affected item(s) will not be considered “incorrect.” Please contact the sales department immediately at sales@digi-source.net.

If you receive a shipment that has been damaged in transit, please refuse the delivery. If you have already accepted the delivery, please contact the sales department immediately at sales@digi-source.net. If you attempt to return the order without our authorization, you may not receive credit for the return.

We reserve the right to refuse any returns that do not meet these requirements.

## **7. OTHER POLICIES**

### **7.1 Price changes**

Any price, specification, or special offer featured on our website or in our publications is subject to change without notice. Sales and special offers may be withdrawn at any time.

### **7.2 Notice regarding copyrights**

#### **Your Media**

In compliance with applicable laws, Digi-Source cannot and will not knowingly accept copyrighted media for use in any production — including, but not limited to, custom cross-stitch patterns — without either (1) proof of copyright ownership by the customer, or (2) express written consent from the copyright holder to use the media for such purposes.

Please note that it is the customer’s responsibility to obtain from the copyright holder any and all permissions necessary to authorize Digi-Source to reproduce copyrighted media. You are responsible for all expenses incurred as a result of such efforts. Digi-Source’s sole responsibility shall be to verify with the customer that customer has obtained such permissions.

We will make every effort to address copyright concerns promptly. However, please note that orders may be delayed as a result of this process.

#### **Indemnity Clause**

By submitting any type of media to us, you are representing and warranting that you have the proper authority to authorize us to reproduce that media in accordance with the terms agreed upon between you and Digi-Source, and that you are in fact authorizing us to do so. Further, you agree to hold harmless Digi-Source and its affiliates and representatives from and against all claims, liabilities, and expenses (including attorney’s fees) arising out of or related to any actual or alleged infringement or misappropriation of any trademark, copyright, or any other proprietary right of such media.

#### **Digi-Source Products**

All products produced by Digi-Source are protected by copyright law and must not be reproduced without our express written consent, except for reproductions of patterns made exclusively for personal use. Additional copies of Digi-Source products are available and may be ordered directly from us.

The stitcheries you create using our pattern products are subject to the following restrictions:

- You may create unlimited quantities of actual stitcheries, whether for personal or commercial use; *and*
- You must not include the pattern itself — including related materials — with any stitchery you distribute.

If you have any further questions regarding copyright issues, please contact the customer service department at [service@digi-source.net](mailto:service@digi-source.net).

### **7.3 Privacy policy**

We understand the importance of your privacy and are committed to protecting it as much as possible. We use the information we collect from you for the sole purpose of processing your orders, unless you give us express consent to use your information for additional, specific purposes. We will never release your information to any third party, except in such cases where we must do so to (1) complete the processing of your transaction, or (2) fulfill a legal obligation, such as a court order.

We collect the following types of information about you when you place an order with us: your name, phone number, mailing address, e-mail address, and any required billing information applicable to your order (such as your PayPal account ID or bank information).

We currently do not maintain any type of mailing list. In the event we implement such a feature, or equivalent feature, at a future date, we will restrict all such services to a strictly opt-in method of registration. You will never be automatically enrolled in any non-essential service we provide and control, whether now or in the future.

We are prohibited from collecting personal information from children under the age of 13. In cases where such information has been accidentally collected, the parent or legal guardian of that child has the right to review the information, have the information removed from our records, and refuse any type of further collection or use of this information. To file such a claim, please contact the customer service department at [service@digi-source.net](mailto:service@digi-source.net).

We are not responsible for the behavior of individuals and organizations outside the domain of Digi-Source. Please review their respective policies before sharing your personal information with them. If you intend to submit your order and/or payment through PayPal, including orders placed via the shopping cart integrated into our website, please visit PayPal's website at <https://www.paypal.com> to review their policies.