Privacy Policy

Privacy Policy

Our Privacy Policy, which also governs your visit to Our Site, can be found at blowingrockcreations.com. Please review our Privacy Policy for information on how we collect, use and share information about our users.

Use of This Site

Subject to your compliance with these Terms, We grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal, non-commercial use of this Site. This license grant does not include: (a) any resale or commercial use of this Site or content therein; (b) the collection and use of any product listings or descriptions; (c) making derivative uses of this Site and its contents; or (d) use of any data mining, robots, or similar data gathering and extraction methods on this Site. You may not use, frame or utilize framing techniques to enclose any of Our trademark, logo, content or other proprietary information (including the images found at this Site, the content of any text or the layout/design of any page or form contained on a page) without Our express written consent. Further, you may not use any meta tags or any other "hidden text" utilizing Our name, trademark, or product name without Our express written consent. Any breach of these Terms shall result in the immediate revocation of the license granted in this paragraph without notice to you.

You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the homepage of this Site so long as the link does not portray Us or Our products or services in a false, misleading, derogatory, or otherwise offensive matter. This limited right may be revoked at any time. You may not use any of Our logos or other proprietary graphics or trademarks as part of the link without express written permission.

Account

In order to access some features of this Site, you may be required to register and We may assign to you, or you may be required to select, a password and user name or account identification. If you register, you agree to provide Us with accurate and complete registration information, and to inform us immediately of any updates or other changes to such information.

You are solely responsible for protecting the security and confidentiality of the password and identification assigned to you. You shall immediately notify Us of any unauthorized use of your password or identification or any other breach or threatened breach of this Site's security. Each time you use a password or identification, you will be deemed to be authorized to access and use the Site in a manner consistent with these Terms, and We have no obligation to investigate the authorization or source of any such access or use of this Site.

YOU WILL BE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF THIS SITE BY ANYONE USING THE PASSWORD AND IDENTIFICATION ORIGINALLY SELECTED BY, OR ASSIGNED TO, YOU WHETHER OR NOT SUCH ACCESS TO AND USE OF THIS SITE IS ACTUALLY AUTHORIZED BY YOU, INCLUDING WITHOUT LIMITATION, ALL COMMUNICATIONS AND TRANSMISSIONS AND ALL OBLIGATIONS (INCLUDING WITHOUT LIMITATION FINANCIAL OBLIGATIONS) INCURRED THROUGH SUCH ACCESS OR USE.

Electronic Communication

When you use this Site, or send emails to Us, you are communicating with Us electronically. You consent to receive communications from Us electronically. We will communicate with you by e-mail or by posting notices on this Site or through our other services. You agree that all agreements, notices, disclosures and other communication that We provide to you electronically satisfy any legal requirements that such communications be in writing.

User Content

This Site may include features and functionality (“Interactive Features”) that allows users to create, post, transmit or store any content, such as text, music, sound, photos, video, graphics or code on the Sites ("User Content"). User Content is publicly-viewable and may include your profile information and any content you post pursuant to your profile, but it does not include your account information or information you submit in order to make a purchase. You agree that you are solely responsible for your User Content and for your use of Interactive Features, and that your use any Interactive Features at your own risk.

By using any Interactive Areas, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish or send through the Sites any of the following:

User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, abusive, inflammatory, fraudulent or otherwise objectionable;

User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or that would otherwise create liability or violate any local, state, national or international law;

User Content that displays, describes or encourages usage of any product We sell in a manner that could be offensive, inappropriate or harmful to Us or any user or consumer;

User Content that may impinge upon or violate the publicity, privacy or data protection rights of others, including pictures, videos, images or information about another individual where you have not obtained such individual's consent;

User Content that makes false or misleading statements, claims or depictions about a person, company, product or service;

User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;

User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity; and

Viruses, malware of any kind, corrupted data or other harmful, disruptive or destructive files or code.

Rights in User Content

Except as otherwise provided in these Terms, on this Site or in a separate agreement with Us, We claim no ownership or control over any User Content. However, by submitting or posting User Content on this Site, you grant to Us a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content on this Site and on third-party sites and mobile applications and in all other media or formats, whether currently known or hereafter developed, for any purpose and without any compensation to you. You also grant users of this Site the right to access your User Content in connection with their use of this Site.

By posting User Content to this Site, you represent and warrant that (a) such User Content is non-confidential; (b) you own and control all of the rights, title and interest in and to the User Content or you otherwise have all necessary rights to post and use such User Content to this Site and to grant to Us the rights that you grant in these Terms; (c) the User Content is accurate and not misleading or harmful in any manner; and (d) the User Content, and your use and posting thereof in connection with this Site, do not and will not violate these Terms or any other of Our applicable terms, guidelines or policies or any applicable law, rule or regulation.

Feedback

Separate and apart from User Content, you may have the ability to submit questions, comments suggestions, reviews, ideas, plans, designs, notes, proposals, drawings, original or creative materials and other information regarding this Site, Us and our products or services (collectively "Feedback"). You agree that Feedback is non-confidential and shall become Our sole property. We shall own exclusive rights, including all intellectual property rights, in and to such Feedback and shall be entitled to the unrestricted use and dissemination of the Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Restrictions on Rights to Use

You agree you shall not (and you agree not to allow any other individual or entity using your password and identification to):

download, modify, reproduce, adapt, translate, reverse engineer, create derivative works based upon, publicly display, sell, rent, license, or in any way commercially exploit any portion of this Site, except and to the extent expressly permitted under these Terms;

remove any copyright, trademark or other proprietary rights notice contained in or on the Site;

use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of this Site;

collect any information about other users (including usernames and/or email addresses) for any purpose other than to solicit and/or share reviews with other users;

reformat or frame any portion of any Web pages that are part of this Site;

create user accounts by automated means or under false or fraudulent pretenses;

create or transmit to other users unsolicited electronic communications, such as “spam,” or otherwise interfere with other users’ enjoyment of the Site;

submit to this Site any content that falsely states or implies that such content is sponsored or endorsed by us;

transmit or upload to this Site any item containing or embodying any virus, worm, defect, malware, Trojan horse, software bomb or other feature designed to damage or degrade in any manner the performance of this Site, any other Web site, or any computer or other device or system, or the enjoyment of this Site by any user;

use this Site to violate the security of or gain unauthorized access to any computer or computer network or other device or system (including unauthorized attempts to discover passwords or security encryption codes);

submit to this Site any content that is unlawful or facilitates, constitutes, promotes or encourages illegal activity; or otherwise use the Site to transfer or store illegal material, including any material deemed threatening or obscene;

copy or store any User Content offered on this Site other than for your personal, non-commercial use;

take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large data or traffic load on this Site or the IT infrastructure used to operate and make this Site available; or

use this Site and/ or any User Content, intentionally or unintentionally, to violate any applicable local, state, federal or international law.

We have no obligation to monitor any user conduct on this Site, and We reserve the right and have absolute discretion to monitor any user conduct on this Site at any time and for any reason without notice.

Ownership

As between you and Us, this Site, including all photographs, images, text, graphics, icons, audio clips, software, source code and other aspects thereof (excluding User Content), all improvements or modifications thereof, all derivative works based thereon, and the collection, arrangement, and assembly of this Site (collectively, the "Site Content"), including all copyrights, trademarks, and other intellectual property or proprietary rights in the foregoing, are owned by Us or our licensors and protected by applicable copyright laws.

The use of any of Our trademarks or service marks without our express written consent is strictly prohibited. You may not use our trademarks or service marks in connection with any product or service in any way that is likely to cause confusion. You may not use our trademarks or service marks in any manner that disparages or discredits us. You may not use any of our trademarks or service marks in meta tags without prior explicit consent. Nothing in these Terms shall be deemed to grant to you or any other user any license or right in or to any of Our patents, copyrights, trademarks, trade secrets or other proprietary rights.

Purchases on this Site

You agree that all of your transactions with or through this Site may, at Our option, be conducted electronically from start to finish. If We decide to proceed non-electronically, those transactions will still be governed by the remainder of these Terms unless you enter into different terms provided by us. You are responsible to print or make an electronic a copy of these Terms and any other contract or disclosure that we are required to provide to you.

The risk of loss and title for items purchased by you on this Site pass to you upon our delivery of the items to the carrier pursuant to a shipment contract.

We charge sales tax for merchandise ordered on this Site based on the applicable state sales tax rate of the location to which the order is being shipped.

When We ship to you or per your directions to another person, you agree to pay the shipping and any handling charges shown on this Site when your order is placed. We reserve the right to increase, decrease and add or eliminate charges from time to time and without prior notice, so you agree to check all charges before placing an order or signing up for a service. Any shipping or handling charges may or may not reflect actual costs.

Only valid credit cards or other payment method acceptable to us may be used. By submitting your order, you represent and warrant that you are authorized to use the designated card or method and authorize us to charge your order (including taxes, shipping, handling and any other amounts described on the Sites) to that card or other method. If the card (or other method) cannot be verified, is invalid, or is not otherwise acceptable, your order may be suspended or cancelled automatically.

All returns are governed by our Return Policy, which can be found at blowingrockcreations.com.

We attempt to be as accurate as possible and eliminate errors on this Site; however, We do not warrant that any product, service, description, photograph, pricing or other information is

accurate, complete, reliable, current or error-free. In the event of an error, whether on this Site, in an order confirmation, in processing an order, delivering a product or service or otherwise, We reserve the right to correct such error and revise your order accordingly if necessary (including charging the correct price) or to cancel the order and refund any amount charged. Your sole remedy in the event of such error is to cancel your order and obtain a refund.

All items 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 or services without notice, even if you have already placed your order. All prices are subject to change without notice. We reserve the right to refuse or cancel any orders placed for products and/or services which the sale or use of such product and/or service in your state or jurisdiction is restricted or prohibited.

Links

This Site may contain links to other sites on the Internet that are owned and operated by third parties. You acknowledge that We are not responsible for the operation of or content located on or through any such site.

Termination

You may terminate the Terms at any time by closing your account, discontinuing your use of this Site and providing Us with a notice of termination. We reserve the right, without notice and in our sole discretion, to terminate your right to use this Site, or any portion of this Site, and to block or prevent your future access to and use of this Site or any portion of this Site.

Indemnification

To the fullest extent permitted by applicable law, you agree to defend, indemnify and hold harmless Us and our subsidiaries and affiliates, and our respective officers, directors, agents, partners, members, employees, independent contractors, service providers and consultants ("Our Related Parties"), from and against any claims, damages, costs, liabilities and expenses (collectively, "Claims") arising out of or related to (a) your access to and use or misuse of this Site; (b) any User Content you post, upload, use, distribute, store or otherwise transmit on or through this Site; (c) any Feedback that you provide; (d) your violation of these Terms; and (e) your violation of any rights of another. You agree to promptly notify Us of any third party Claims, cooperate with Us in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including but not limited to attorneys' fees). You further agree that the We shall have the right to control of the defense or settlement of any third party Claims.

Disclaimers

Except as expressly provided, this Site, including all Site Content, and services provided on or in connection with this Site are provided on an "AS IS" and "WITH ALL FAULTS" basis without representations, warranties or conditions of any kind, either express or implied. WE DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND DUTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED

WARRANTIES, DUTIES OR CONDITIONS: (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, RESULTS, TITLE, AND NON-INFRINGEMENT; AND (B) CREATED BY TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. We does not represent or warrant that this Site is accurate, complete, reliable, current or error-free. We do not represent or warrant that this Site or our servers are free of viruses or other harmful components.

Exclusivity of Remedy; Limitation of Liability

Your sole and exclusive remedy, and Our sole and exclusive liability, for any breach of warranty shall be your right to return the product, or receive a refund for the service under Our applicable returns and exchanges policies. IN NO EVENT SHALL THE WE OR OUR RELATED PARTIES, BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR LOSS OF BUSINESS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL OUR AND OUR RELATED PARTIES' AGGREGATE LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE PURCHASE OR USE OF ANY PRODUCTS OR SERVICES PURCHASED THROUGH THIS SITE EXCEED THE PURCHASE PRICE OF THE PRODUCT OR SERVICE. THE LIMITATIONS SET FORTH IN THIS PARAGRAPH WILL NOT LIMIT OR EXCLUDE OUR OR OUR RELATED PARTIES' GROSS NEGLIGENCE, FRAUD, INTENTIONAL, WILLFUL, MALICIOUS OR RECKLESS MISCONDUCT.

Remedies

You agree that our remedy at law for any actual or threatened breach of these Terms would be inadequate and that we shall be entitled to specific performance or injunctive relief, or both, in addition to any damages that we may be legally entitled to recover, together with reasonable expenses of any form of dispute resolution, including, without limitation, attorneys' fees.

No right or remedy of ours shall be exclusive of any other, whether at law or in equity, including without limitation damages injunctive relief, attorneys' fees and expenses.

Modifications to Site

We reserve the right to modify or discontinue, temporarily or permanently, this Site or any features or portions thereof without prior notice.

Severability

If any these provisions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed several and shall not affect the validity and enforceability of any remaining provision.

No Third-Party Beneficiaries

These Terms are for the benefit of, and will be enforceable by, the parties only. These Terms are not intended to confer any right or benefit on any third party or to create any obligations or liability of a party to any such third party.

Miscellaneous

No agency, partnership, joint venture, or employment relationship is created as a result of these Terms, and you do not have any authority of any kind to bind Us in any respect whatsoever. We may provide you with notices, including those regarding changes to these Terms, by email, regular mail, or postings on this Site. These Terms, which shall be deemed accepted by you upon your use of the Site, constitute the entire agreement among you and Us regarding use of this Site. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of the enforcement of such right or provision. If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable. These Terms are not assignable, transferable or sub licensable by you, except with our prior written consent. These Terms include and incorporate by reference Our Privacy Policy, which can be found at www.blowingrockcreations.com, and any notices regarding the Site.

Questions

Questions regarding these Terms, Our Privacy Policy, or other policy related material can be directed to our support staff by emailing us at: blowingrockcreations1@yahoo.com.

Privacy Policy

This Privacy Policy describes how your personal information is collected, used, and shared when you visit or make a purchase from www.blowingrockcreations.com (the "Site").

PERSONAL INFORMATION WE COLLECT

When you visit the Site, we automatically collect certain information about your device, including information about your web browser, IP address, time zone, and some of the cookies that are installed on your device. Additionally, as you browse the Site, we collect information about the individual web pages or products that you view, what websites or search terms referred you to the Site, and information about how you interact with the Site. We refer to this automatically-collected information as "Device Information."

We collect Device Information using the following technologies:

- "Cookies" are data files that are placed on your device or computer and often include an anonymous unique identifier. For more information about cookies, and how to disable cookies, visit http://www.allaboutcookies.org.

Additionally when you make a purchase or attempt to make a purchase through the Site, we collect certain information from you, including your name, billing address, shipping address, payment information (including credit card numbers and/or PayPal), email address, and phone number. We refer to this information as "Order Information."

When we talk about "Personal Information" in this Privacy Policy, we are talking both about Device Information and Order Information.

HOW DO WE USE YOUR PERSONAL INFORMATION?

We use the Order Information that we collect generally to fulfill any orders placed through the Site (including processing your payment information, arranging for shipping, and providing you with invoices and/or order confirmations). Additionally, we use this Order Information to:

Communicate with you;

Screen our orders for potential risk or fraud; and

When in line with the preferences you have shared with us, provide you with information or advertising relating to our products or services.

We use the Device Information that we collect to help us screen for potential risk and fraud (in particular, your IP address), and more generally to improve and optimize our Site (for example, by generating analytics about how our customers browse and interact with the Site, and to assess the success of our marketing and advertising campaigns).

SHARING YOUR PERSONAL INFORMATION

We share your Personal Information with third parties to help us use your Personal Information, as described above. For example, Our company is hosted on the Wix.com platform. Wix.com provides us with the online platform that allows us to sell our products to you. Your data may be stored through Wix.com's data storage, databases and the general Wix.com applications. They store your data on secure servers behind a firewall.

All direct payment gateways offered by Wix.com and used by our company adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of credit card information by our store and its service providers.

Finally, we may also share your Personal Information to comply with applicable laws and regulations, to respond to a subpoena, search warrant or other lawful request for information we receive, or to otherwise protect our rights.

OPT OUT

If you don't want us to process your data anymore, please contact us at blowingrockcreations.com

DO NOT TRACK

Please note that we do not alter our Site's data collection and use practices when we see a Do Not Track signal from your browser.

YOUR RIGHTS

If you are a European resident, you have the right to access personal information we hold about you and to ask that your personal information be corrected, updated, or deleted. If you would like to exercise this right, please contact us through the contact information below.

Additionally, if you are a European resident we note that we are processing your information in order to fulfill contracts we might have with you (for example if you make an order through the Site), or otherwise to pursue our legitimate business interests listed above. Additionally, please note that your information will be transferred outside of Europe, including to Canada and the United States.

DATA RETENTION

When you place an order through the Site, we will maintain your Order Information for our records unless and until you ask us to delete this information.

CHANGES

We may update this privacy policy from time to time in order to reflect, for example, changes to our practices or for other operational, legal or regulatory reasons.

CONTACT US

For more information about our privacy practices, if you have questions, or if you would like to make a complaint, please contact us by e-mail at blowingrockcreations1@yahoo.com