

## **Terms and Conditions:**

Terms and Conditions for AKay One Love Design; [www.akayonelovedesign.com](http://www.akayonelovedesign.com), are as follows:

### **Terms and Conditions**

Welcome to the website of Akayonelovedesign.com; where it is our Artist's mission to send lovingkindness through many forms of Art. We invite you to view our Vision and Mission Statements to find out more about what our intentions are, and mission is here: <https://www.akayonelovedesign.com/contact-6> We bring our Terms and Conditions to you in kindness and hope this message finds you well, at peace, and having a lovely day.

We provide our Art, products, blog, and services to you subject to the notices, terms, and conditions set forth in this agreement (the "Agreement"). In addition, when you use any Akayonelovedesign.com service (e.g., Customer Reviews), you will be subject to the rules, guidelines, policies, terms, and conditions applicable to such services, and they are incorporated into this Agreement by this reference. Akayonelovedesign.com reserves the right to change this site and these terms and conditions at any time.

Please note that any bookings or services through The Zen Panda Therapeutic Mentoring program have additional Terms of Use that are provided on the booking page and made available to you for your review before booking any service with The Zen Panda at AKay One Love Design.

#### **1. Acceptance of Terms**

By accessing and using this website, you agree to be bound by these Terms and Conditions, as well as our Privacy Policy. If you do not agree with any of these terms, please do not use this website.

#### **2. Ownership of Artwork**

All artwork displayed on this website is owned by the Artist, the Owner and Operator of the business. The Artist retains all intellectual property rights to the artwork and its use on products sold on the website.

**Disclaimer:** All original artwork included here at AKay One Love Design has been crafted in Lovingkindness by the artist AKay. All artworks may not be copied, reused, sold, and is exclusively for the products listed, and use by Akayonelovedesign.com. All materials including artwork are print from a hand drawing, painting, pencil, photography, or digital art, which have been digitally crafted in lovingkindness for the Artist AKay to share with you through AKay One Love Design. We thank you for your understanding and cooperation in compliance with our copywrite standards.

### **3. Printing and Shipping Providers**

The Owner utilizes printing providers to produce, print, and ship the products sold on the website, unless otherwise stated as Hand Made; The Owner/Artist utilizes her one-of-a-kind custom designed Artwork and crafts it in loving-kindness to be brought to you through these providers on a selection of products. While the Owner has chosen these providers based on their quality and reliability, the Owner is not responsible for any errors, delays, or damages caused by the printing providers.

### **4. Product Availability & Production**

All products displayed on the website are subject to availability. The Owner reserves the right to discontinue or make changes to any product at any time without prior notice.

We wish to do our part for the environment and part of our contribution is having each unique item produced upon purchase. This allows us to waste less and make sure the quality of our items remains high. Production times vary and take 1 to 3 business days depending on the product. When ordering please keep this in mind. Once the product is produced it will be shipped, and you will receive shipping information.

### **5. Pricing and Payment**

All prices displayed on the website are in US dollars and are subject to change without notice. Payment for products must be made at the time of purchase using a valid credit card or other accepted payment methods.

Please see more detailed information below about Payment options and Payment Providers and security.

## **6. Shipping and Delivery**

The Owner strives to ensure timely delivery of all products, however, shipping times may vary depending on the destination. The Owner is not responsible for any delays caused by the shipping providers.

Once your order has been completed and payment received you will receive shipping information within 48 hours.

## **7. Returns and Refunds**

If you are not satisfied with your purchase, please see the below detailed section on Returns and Refunds.

## **8. Limitation of Liability**

The Owner shall not be liable for any damages, including but not limited to, loss of profits, loss of data, or any other indirect, incidental, or consequential damages arising out of or in connection with the use of this website.

## **9. Governing Law**

These Terms and Conditions are governed by and construed in accordance with the laws of the United States. Any disputes arising from the use of this website shall be resolved in the courts of the United States.

## **10. Individually Owned Company:**

We are proud to be a small Mama owned business. The Owner and Artist is at this time the sole owner and operator of AKayonelovedesign.com.

## **11. Changes to Terms and Conditions**

The Owner reserves the right to make changes to these Terms and Conditions at any time. It is your responsibility to review these Terms and Conditions regularly to stay informed of any updates.

By using this website, you agree to these Terms and Conditions. If you have any questions or concerns, please contact the Owner for assistance.

### **Site Use Policy:**

The content on our website is acceptable for any age, and we do not and will not have content that is considered adult themed; however, we ask that if you are under 18 for you to have permission from a parent or guardian to sign up to or purchase from our website. By accessing our site, you are agreeing to follow our rules and guidelines. You are given permission to browse the site for personal shopping purposes, information purposes, and for browsing and purchasing services only. Any unauthorized use may result in your access being revoked.

You are not allowed to copy, share, sell, or modify any content on our site without our permission. You also cannot use our site for any commercial purposes or for the benefit of another business without our consent. We reserve the right to refuse service or cancel orders if we believe a customer is violating our policies.

Do not post any content on our site that violates any copyrights, is harmful, or contains harmful code. We may provide you with a password to access certain parts of our site, and you are responsible for all activity that occurs using your account. Please notify us immediately if you suspect any unauthorized use of your account.

All new users will be automatically subscribed to our newsletter and e-mailing list.

### **Guest and User Accounts**

For your convenience we offer Guest Checkout where you are able to checkout without signing up for an account with AKayOneLoveDesign.com. You must provide a valid address, e-mail address and phone number for Guest purchases for the sole purpose of customer service, and receipt of your purchase.

We offer User Accounts that benefit the user by offering login, and user portal also providing access to exclusive blog and website content. The benefits of having a user account are you can save items to your Wish List and see previous purchases and save items in your cart, and faster checkout.

### **Typographical Errors**

Namaste' and thank you for your understanding in this matter. While Akayonelovedesign.com strives to provide accurate product and pricing information, pricing or typographical errors may occur. Akayonelovedesign.com strives to confirm the price of items and services at checkout. In the event that an item is listed at an incorrect price or with incorrect information due to a typographical error in pricing or product information, Akayonelovedesign.com In the event that an item is mispriced, Akayonelovedesign.com may, at our discretion, either contact you for instructions or cancel your order and notify you of such cancellation. We will do our best to honor the prices as they are shown, however if there is an error we appreciate your understanding.

### **Logo:**

AKay One Love Design's logo is the property of the owner and unauthorized use of the logo is strictly prohibited without prior permission.

### **Physical Items:**

Clothing, accessories, and other physical items that contain original Artwork and designs on them are for personal use only to be used by the customer as intended except where to do so would violate these terms and conditions. These items may not be reproduced or

resold for monetary gain. AKay One Love Design remains the owner of the images, artwork, or otherwise printed on these items.

**Free Downloadable Items:**

AKay One Love Design offers a range of free items for download. To receive these items, simply add them to your cart, provide your name, email, and phone number, and check out. Your information will only be used for sending you the download link and for customer service purposes. If you create a user account, your information will be stored for faster checkout and you will be enrolled in our emails and newsletters. Your information will not be sold or misused. Once downloaded, free PDFs are for personal use only and cannot be resold for monetary gain. AKay One Love Design remains the owner of the information, images, or otherwise contained within the free PDF's.

**Paid PDF Downloads:**

AKay One Love Design offers a variety of paid downloadable items to help guests for educational and informational purposes. To receive these items, simply add them to your cart, provide your name, email, phone number, and complete the checkout process. Your information will only be used for sending you the download link and for customer service purposes. If you create a user account, your user information will be stored for faster checkout, and you will be enrolled in our emails and newsletters. Your information will not be sold or misused. Once downloaded, paid PDFs are for personal use only and cannot be resold for monetary gain. AKay One Love Design retains ownership of the information, images, or other content contained within the paid PDFs.

**Use of our Products, Artwork, Logo, Informational Material, or Otherwise within Content Creation:**

AKay One Love Design reserves the right to receive credit for the use of our Artwork within an individual's content creation. If you are a content creator and you utilize, provide information from, wear, have in the background one of our products and/or Artwork you are required give credit to AKay One Love Design for such use. You may not depict our Artwork or Information as your own. We reserve the right to request removal of content that does not align with our values. As well as it is strictly prohibited to have any items, Artwork, information, or otherwise as it relates to AKay One Love Design within any content that may

be deemed as Adult Themed.

## **Links**

This site may contain links to other sites on the Internet, under our Social Accounts section, that are owned and operated by third parties. You acknowledge that Akayonelovedesign.com is not responsible for the operation of or content located on or through any such site.

## **Remedies**

You agree that Akayonelovedesign.com's remedy at law for any actual or threatened breach of this Agreement would be inadequate and that Akayonelovedesign.com shall be entitled to specific performance or injunctive relief, or both, in addition to any damages that Akayonelovedesign.com 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 Akayonelovedesign.com shall be exclusive of any other, whether at law or in equity, including, without limitation, damages injunctive relief, attorneys' fees and expenses.

No instance of waiver by Akayonelovedesign.com of its rights or remedies under these terms and conditions shall imply any obligation to grant any similar, future or other waiver.

## **Order Acceptance**

Please note that there may be certain orders that we are unable to accept and must cancel. Akayonelovedesign.com reserves the right, at sole discretion, to refuse or cancel any order for any reason. If an order is cancelled due to the inability of AKay One Love Design to accept the order, then the customer shall receive a refund.

Some situations that may result in your order being canceled include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or problems identified by our payment provider WIX's credit and fraud avoidance department. We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is canceled or if additional information is required to accept your order.

Akayonelovedesign.com is not responsible for late deliveries for special occasions, such as birthdays, or other events. We kindly encourage customers to place their order in advance to ensure there is enough time to receive their item.

Both parties agree that, following order dispatch, transportation is the sole responsibility of the third-party logistics provider (UPS, USPS, FedEx, other). During this stage, full ownership of the product(s) belongs to the buyer; all associated liability and risks during transportation shall be borne by the buyer and resolved with the logistics provider.

All orders reported as "delivered" by shipping companies are considered delivered. Akayonelovedesign.com cannot be made liable of non-delivery in this case.

### **Order Cancellation**

Please note that items in production, packed, or shipped orders cannot be canceled or changed. Only orders that are paid, but still processing may be modified. Please contact AKay One Love Design as soon as possible at [akayonelove03@outlook.com](mailto:akayonelove03@outlook.com). Please refer to our return/refund policy.

### **Refund/Return Policy**

Refund/Return Policy:

AKay One Love Design, designs are unique Artistically created either by hand, sketch then digitally crafted, through photography, or created digitally. Each design is unique and one-of-a-kind piece of Art, that is then meticulously taken and designed onto a selection of products to be brought to our guests. Because of this once an order is placed and has gone through production AKay One Love Design is only able to provide Refunds on select items, or in specific situations as follows:

#### **1. Refunds are available on a limited basis as follow:**

##### **a. That the customer cancels their order within 12 hours of purchase;**

- i. In this instance AKay One Love Design will cancel the Order and Issue a refund less a processing fee incurred by AKay One Love Design of \$3.00 (USD)

1. A Refund will be issued within 3 – 5 business days.



- b. That the customer cancels a personalized requested item within 12 hours of purchase:**
  - i. In this instance AKay One Love Design will cancel the Order and issue a refund less a processing fee incurred by AKay One Love Design of \$3.00 (USD)
    - 1. A Refund will be issued within 3 – 5 business days.
  - ii. After 12 hours a personalized item may not be refunded; Thank you for your understanding.
- c. That the customer cancels a hand-crafted item made to order within 24 hours;**
  - i. **This is only for Hand Crafted Macramé items;**
  - ii. In this instance AKay One Love Design will cancel the Order and issue a refund less a processing fee incurred by AKay One Love Design of \$3.00 (USD)
    - 1. A Refund will be issued within 3 – 5 business days.
- d. That the customer cancels their order within 24 hours and the item has not gone through production:**
  - i. In this instance if possible AKay One Love Design will cancel the Order and Issue a refund less a processing fee incurred by AKay One Love Design of \$3.00 (USD);
    - 1. Only if the item has not gone into production;
    - 2. A refund will be issued within 3 – 5 business days.
  - ii. If the Item has already gone into production, we apologize but we may not offer a Refund at this time.
  - iii. We will offer a resolution based on each individual's needs, the cost of the item, and a coupon code will be provided.
- e. That the customer cancels their order before shipped and AKay One Love Design can confirm with our print provider that they will honor a refund:**
  - i. That in the rare instance that a customer cancels their order before it has been shipped AKay One Love Design will make all efforts to make contact with the Print Provider of the product. If the provider will honor the refund a refund will be issued.
  - ii. If the provider will not honor a refund, we apologize but no refund will be issued; however, AKay One Love Design will offer a coupon code.
- f. That AKay One Love Design must cancel an order:**

- i. If an order is cancelled due to the inability of AKay One Love Design to accept the order, then the customer shall receive a refund.
- g. That the customer receives their order but there is a serious issue with the product:**
  - i. This is decided on a case-by-case basis;
  - ii. The customer must contact AKay One Love Design no later than 3 business days after the receipt of the item they wish to return to start the process;
  - iii. Once it is confirmed that AKay One Love Design is able to guarantee a refund the item must be returned.
  - iv. AKay One Love Design ensures that they will work with everyone in a fair and honest manner to ensure the best customer experience possible and if an item has come from one of our print providers that is unacceptable, we will work to resolve this to the highest of standards.
  - v. We appreciate your understanding as an issue such as this could take 10 to 30 days for resolution.
- h. That a customer's order has been shipped but they have not received the package:**
  - i. **Please see above about logistic providers.**

Namaste' at this time Refunds/Returns may be requested but are not guaranteed, as outlined herein above. To request a refund/return of merchandise please send an e-mail to [akayonelove03@outlook.com](mailto:akayonelove03@outlook.com) with the subject Return/Refund or use our chat option at [www.akayonelovedesign.com](http://www.akayonelovedesign.com); the chat option is located at the bottom right-hand corner of the website. Because the merchandise is unique, one of a kind, either hand crafted, selected in lovingkindness, or digitally created in lovingkindness returns/refunds may not be guaranteed at this time.

Thank you for your kind purchase and understanding.

### **Customer Code of Conduct**

Namaste', here at AKay One Love Design we are bringing an essence of Lovingkindness in everything we do. Lovingkindness is to act in a way free of hate, free of ill will, free of bad

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intentions, to act in kindness, in love, to be peaceful and mindful towards all living beings, to want in genuine way for others to be at peace and be well.

We ask that our customers follow the same Code of Conduct that we hold ourselves too when contacting AKay One Love Design.

At Akayonelovedesign we are always here for our customers and will do our best to resolve all issues to customer's satisfaction in a polite, professional, and amicable way. We understand that issues may arise, and when they do we aim to deal with them in lovingkindness, quickly, and to your satisfaction.

Thus, we will not tolerate any unacceptable or unreasonable behavior towards our Zen Customer Service Members.

**Technical Errors:**

While Akayonelovedesign.com works hard to ensure a correct working of the website in order to provide to customers the best shopping experience, there might be occasions in which technical errors may affect the system. Customers cannot obtain any benefits from such technical errors, which are considered unfair to any and all effects, and customers shall not take advantage if a technical error results in any misuse of the website.

**Website Host:**

Akay One Love Design's website is hosted by WIX and we utilize WIX payment services.

Payment Options; Payment Provider; and Security

For your privacy and security AKay One Love Design's website does not receive full access to your payment information. Upon purchase as a Guest or Account User your information is encrypted for your security, and we will only have access to the last four digits of the payment method used.

As a convenience to our guests, we accept payments through the following methods:

1. Standard Payment with a debit or credit card – Processed by WIX Payments;
2. PayPal – Processed by PayPal
3. PayPal Pay Later – Processed and Approved by PayPal
4. Apple Pay – Processed by Apple Pay (Available on Apple Devices)

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5. GPay – Processed by Google Pay

**Disclaimer:**

This is an update to our previously provided Terms and Conditions. AKay One Love Design asserts that there were typographical errors in our previous Terms and Conditions and any previous versions should be discarded and this Terms and Conditions updated in October of 2024 be the Terms and Conditions followed.

AKay One Love Design is run in the state of Illinois, in the Country of the United State and currently is only available Online through our website AKayOneLoveDesign.com and at no time has ever been run from any other location.

**Contact Information:**

[Akayonelove03@outlook.com](mailto:akayonelove03@outlook.com)

[www.akayonelovedesign.com](http://www.akayonelovedesign.com) ; online chat session available on the website at the bottom right-hand corner.

Phone: 872.256.0639

We can also be contacted through social media as listed on our website.