

PRIVACY POLICY/TERMS & CONDITIONS

AkaulaWebDesign.com

This website for Aka'ula Web Design (the "Website" or the "Site") is owned and operated by Aka'ula LLC (may be referred to herein as "I", "we", "us", or "our"). By using the Website you agree to the following Privacy Policy/Terms of Use, which constitute an agreement between you and us with respect to the use of the Site and the purchase of any products or services from or through the Site. We may change these terms from time to time. You will always be able to view the most current version by clicking on a link at the bottom of any page on the Site. If you do not wish to be bound by this Privacy Policy/Terms of Use, please do not use this Site. Notwithstanding your agreement, in our sole discretion, we reserve the right to refuse service to any person, as well as our rights to amend and edit content included in the Site and to terminate your right to access or use the Site.

PRIVACY

We recognize the importance of respecting the privacy of those who visit AkaulaWebDesign.com (the "Site") This privacy policy describes how we collect and use your information. We suggest that you review this privacy policy periodically as we may update it from time to time. This privacy policy was last revised in April 2021.

WHAT DO WE COLLECT?

Every time you visit the Site, our Web server automatically collects the following non-personally identifiable information: your Internet service provider's address, the referring URL and information on the pages you access on our site. We collect this information to help diagnose problems, administer our website and track usage statistics. All of this information is collected and used only in the aggregate; that is, it is entered into our database where we can use it to generate overall reports on our visitors, but not individual reports that identify you personally.

We also collect personally identifiable information that you provide, such as information you provide when you contact us via the Site, for example, your name, your email address, your telephone number, your address, and any other personal or preference information that you provide to us. You may look at the Site without disclosing any personally identifiable information.

By using the Site, you are consenting to have your personal data transferred to and processed in the United States.

WHAT ARE "COOKIES"?

Most Internet sites collect data about visitors through the use of "cookies". Cookies are small software programs that help sites recognize repeat visitors by assigning a random number to each desktop for tracking content preferences and traffic patterns. Cookies may be used to "connect" your computer to information stored in a separate location. The Site may use browser cookies to track user behavior. Through cookies we may also: alert you to new issues that we think might be of interest to you when you return to the Site; record past activity at the Site in order to provide you better service when you

return to the Site; or, customize Web page content based on your browser type or other information that you send us.

The “help” portion of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you are to receive a new cookie, or how to disable cookies altogether.

HOW DO WE USE YOUR INFORMATION?

We use the information we collect to improve our communications, improve our content and offerings, analyze site usage, troubleshoot problems, resolve disputes, and enforce our Terms of Use.

Additionally, the information we collect is used:

- 1) to generally improve the content and layout of the Site
- 2) to improve the content and layout of the Site for individual visitors
- 3) to notify you about updates to the Site
- 4) for internal review

When you supply us with personal information, the information you provide will be added to our customer database. You may receive periodic news from us, and your information will be used to deliver services to you. If you do not want to receive such communications from us, or to receive services, then please contact us at carol@akaulawebdesign.com to advise us of your preferences..

We may send you e-mail with information on new services. If you do not wish to receive such e-mail in the future, please contact us at carol@akaulawebdesign.com to remove yourself from our e-mail list. We reserve the right to send you notices about your account even if you opt out of all voluntary email notifications.

We may also send you service-related announcements from time to time through the general operation of the service.

SHARING YOUR INFORMATION WITH THIRD PARTIES

We contract with third-party service providers in order to operate our business, including operating the Site. Those service providers may need access to your information to perform fulfillment and other services. We undertake to provide only that portion of your information needed to perform the pertinent service, and we require that all of our service providers hold your information in confidence and use it only to provide the service for which they have been engaged.

We do not provide contact information to third party marketers without your permission. We share your information with third parties only in limited circumstances where we believe such sharing is 1) reasonably necessary to offer the service, 2) legally required or, 3) permitted by you.

We may share information with governmental agencies or other companies assisting us in fraud prevention or investigation. We may do so when: (1) permitted or required by law (for example, to respond to a lawful subpoena, warrant or court order); or, (2) trying to protect against or prevent actual or potential fraud or unauthorized transactions; or, (3) investigating fraud which has already taken place; or (4) we believe that disclosure is necessary to protect our rights or interests, or the rights or interests of others. The information is not provided to these companies for marketing purposes.

LINKS

The Site may contain links to other websites. We are not responsible for the privacy practices of other web sites. We encourage our users to be aware when they leave the Site to read the privacy statements of each and every web site that collects personally identifiable information. This privacy policy applies solely to information collected by us.

HOW DO YOU KNOW YOUR INFORMATION IS SECURE?

We have appropriate security measures in place in our facilities to protect against the loss, misuse or alteration of information that we have collected from you at the Site so you can feel comfortable and secure. However, we cannot guarantee the protection of information against interception, misappropriation, misuse, or alteration or that your information may not be disclosed or accessed by accidental circumstances or by the unauthorized acts of others.

Please note that e-mail is not encrypted and is not considered a secure means of transmitting credit card numbers.

CHILDREN' PRIVACY

We will not knowingly collect personally identifiable information from minors. If you are under the age of majority in your state of residence (a minor) your parent or legal guardian must agree to your use of this site, and by so agreeing you and they acknowledge that we may collect information from you as part of your use of the site. You may only access and use the Web Site and our mobile applications with permission from your parent or legal guardian.

TERMS OF USE

PROPRIETARY RIGHTS

You acknowledge and agree that the Site contains proprietary information that is protected under U.S. and international intellectual property laws, including the laws of copyright and trademark. As between you and Aka'ula LLC, the Site, and all Site content shall be the sole and exclusive property of Aka'ula LLC. We are granting you no right, title or interest in or to the Site or any Site content. In the event that you provide any user review or other feedback, we will own that feedback and review as well as any actions we take in response to that feedback and review, without any obligation to compensate you.

Except as expressly authorized by us or our licensors, you agree not to:

- download or make copies of any images, whether or not for personal use;
- sell, rewrite, modify, redistribute, create derivative works from the Site content in whole or in part;
- collect content or other information, including using any automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission;
- engage in unlawful multi-level marketing, such as a pyramid scheme, on the Site;
- upload viruses or other malicious code;
- solicit login information or access an account belonging to someone else;
- frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of our site and our affiliates without express written consent;
- use any meta tags or any other “hidden text” utilizing our name or trademarks without our express written consent;
- reverse engineer, modify, decompile or disassemble any aspect of the Site, including any technology used in connection with the Site;
- tamper with the operation, functionality or the security of the Site;
- attempt to override or circumvent any security or usage rules embedded into the Site that permit digital materials to be protected;
- violate or attempt to violate any security features of the Site;
- emulate or fake usage of the Site;
- attempt to probe, scan, or test the vulnerability of the Site, or any associated system or
- violate, or assist or otherwise encourage any other party to violate these Terms of Use.

You may look at the Site online, download individual pages to your personal or handheld computer for later reading, print a copy of pages for yourself. You may also use the features of the Site for your personal use. You may not remove any copyright notices from our materials. We reserve all of our other rights not granted in these Terms of Use.

CURRENT AND ACCURATE INFORMATION

You represent and warrant the accuracy and completeness of all information you provide to us. You agree to promptly notify us of any change in the information you have provided to us.

INACCURACY DISCLAIMER

From time to time there may be information on our Web Site that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.

CONSENT TO RECEIVE COMMUNICATIONS

You acknowledge and agree that we may send written and electronic communications to you in connection with the Site, your use of the Site, and any products or services obtained or that you will obtain by or through the Site. You expressly consent to the receipt of any all notices from us by way of email including correspondence we are legally obligated to provide you.

LINKS TO THIRD PARTY SITES

This Site may be linked to other websites which are not under the control of and are not maintained by us. We make no representation whatsoever about those websites which you may access through the Site. When you access those other websites from our site, please understand that it is independent from us and that we have no control over the content of that website.

MODIFICATION; SEVERABILITY

We may modify the Site, these Terms of Use and our policies at any time in our sole discretion. Therefore, you should review our policies, Terms of Use each time you visit the Site. Your continued use of the website after we make any such changes constitutes your binding acceptance of those changes. If any of the Terms of Use herein shall be deemed invalid, void, or for any reason unenforceable, that term or condition shall be deemed severed and deleted to the extent required and shall not affect the validity and enforceability of any remaining term or condition.

If any invalid, unenforceable or illegal provision of the Terms of Use would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

INFRINGEMENT

If you believe any materials accessible on or from the Site infringe your copyright, you may request removal of those materials (or access thereto) from the Site by contacting the copyright agent (identified below) and providing the following information:

- Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
- Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material
- Your name, address, telephone number and (if available) e-mail address.
- A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
- A statement that the information that you have supplied is accurate, and indicating that “under penalty of perjury,” you are the copyright owner or are authorized to act on the copyright owner’s behalf.
- A signature or the electronic equivalent from the copyright holder or authorized representative.
- The email address for copyright issues relating to the Site is: carol@akaulawebdesign.com.

CONTACT US

To contact us for any reason, or if you have any concerns or questions, please contact us at carol@akaulawebdesign.com. Please note: When you contact us, provide your name and address exactly as it appears on correspondence you have received from us.

If you feel that this Site is not following its stated policy, you may contact us at the above email address.

GOVERNING LAW

This privacy policy shall be governed by and construed in accordance with the laws of the State of Washington without regard to choice of law principles. You consent to the sole and exclusive venue and jurisdiction of the federal and state courts situated in or having jurisdiction over Pierce County, Washington. Any case, controversy, action or dispute relating in any way to the privacy policy or your visit to or use of the Site shall be subject to the exclusive jurisdiction of the state or federal courts located in Pierce County.

CHANGE IN POLICY

We reserve the right to revise, amend, change or update this policy at any time, so please review it frequently. For significant changes to this policy, we may, but are not obligated to notify you either by placing a prominent notice on the homepage of our site or by sending you a notification. We encourage you to review this policy periodically to stay informed about our use of the information we collect. We will indicate near the top of this page the date this policy was last revised. Your continued use of the Site after we have revised this policy constitutes your agreement to the revised version.