

Terms of Service for SAVORIA LLC

Effective Date: 9/18/2024

These Terms of Service ("Terms") govern your use of SAVORIA LLC ("we," "our," or "us") website and any products or services, including in-person permanent jewelry services and online sales, provided by us. By accessing or using our website, purchasing from our online store, or engaging in our services, you agree to be bound by these Terms.

1. Acceptance of Terms

By visiting our website, purchasing jewelry, or booking our in-person services, you accept and agree to comply with these Terms. If you do not agree with these Terms, you may not use our services.

We may modify these Terms at any time. Any updates will be posted here, and it is your responsibility to review the Terms regularly. Continued use of our services after changes indicates your acceptance of the modified Terms.

2. Services Offered

We offer two primary services:

1. Permanent Jewelry Services: Custom, on-the-spot jewelry creation at our physical locations or by appointment.
2. Online Store Sales: The sale of jewelry and related products through our website.

Both services are subject to the terms detailed below.

3. Eligibility

By using our services or making a purchase, you represent that:

- You are at least 18 years of age or have the consent of a parent or legal guardian.
- You have the legal right to enter into binding agreements.

4. Orders and Payments

- 4.1 Order Acceptance

When you place an order via our online store or schedule an in-person appointment, it is considered an offer to purchase. We reserve the right to accept or reject any order for reasons such as:

- Out-of-stock items.
- Inaccurate pricing or product description.
- Inability to verify payment.

A contract is only formed once we confirm the order via email or another communication.

- 4.2 Payments

We accept various payment methods, including credit cards and third-party payment processors like PayPal. By submitting your payment information, you authorize us to charge the specified amount for your order or service.

Payments for custom permanent jewelry are due at the time of the service or purchase unless otherwise specified.

5. Pricing, Taxes, and Fees

- 5.1 Pricing

All prices are displayed in [Your Currency] unless otherwise stated. Prices may change without notice, but the price at the time of your order will remain valid.

- 5.2 Taxes

Prices listed on our website or in-person do not include sales tax, unless otherwise specified. You are responsible for all applicable taxes based on your shipping destination or service location.

- 5.3 Additional Fees

For in-person jewelry services, additional fees may apply for custom modifications, expedited services, or appointments outside of normal business hours. Any such fees will be disclosed upfront.

6. Shipping and Delivery

- 6.1 Shipping Policy

We ship jewelry purchased via our online store to locations specified on our website. Shipping times are estimates and are subject to delays outside of our control (e.g., customs, carrier delays).

– 6.2 International Shipping

For international orders, you are responsible for any duties, taxes, or customs fees that may apply in your country. These are not included in our pricing.

– 6.3 Lost or Damaged Shipments

We are not responsible for shipping delays, lost packages, or damages caused during transit. However, if an item arrives damaged, contact us within [Insert Number of Days] for assistance.

7. Returns, Exchanges, and Cancellations

– 7.1 Online Purchases

– Returns: Jewelry purchased online may be returned within [Insert Number of Days] of delivery, provided the items are unused, unworn, and in their original packaging.

– Exchanges: We offer exchanges on online purchases within [Insert Number of Days] of delivery. All exchanges are subject to availability.

– Non-Returnable Items: Customized, personalized, or permanent jewelry services cannot be returned or exchanged.

– 7.2 In-Person Jewelry Services

Permanent jewelry is custom made and attached directly to the wearer. As a result, it is non-returnable and non-refundable. All sales are final once the service is completed.

– 7.3 Cancellations

– Online Orders: You may cancel an online order before it is shipped for a full refund.

– In-Person Services: Appointments for permanent jewelry services must be canceled at least [Insert Number of Hours/Days] in advance. Cancellations after this period may incur a fee.

8. Custom Jewelry and Sizing

For custom permanent jewelry, it is your responsibility to provide accurate wrist, ankle, or neck measurements. We are not responsible for incorrect measurements provided by the customer, and resizing services may incur additional charges.

9. Disclaimer of Warranties

All jewelry sold or services provided by us are offered “as is” without warranties, either express or implied. We disclaim all warranties, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

We do not warrant that:

- The products will meet your expectations.
- The services will be uninterrupted or error-free.
- Any defects in the products or services will be corrected.

10. Limitation of Liability

To the maximum extent permitted by law, SAVORIA LLC will not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, even if we have been advised of the possibility of such damages.

Our total liability to you for any claim arising from these Terms, our products, or services will not exceed the amount paid by you for the specific product or service that gave rise to the claim.

11. Intellectual Property

All content on our website, including text, images, graphics, logos, and software, is the exclusive property of SAVORIA LLC or our content providers and is protected by copyright, trademark, and other intellectual property laws. You may not use, reproduce, or distribute any content without our express written permission.

12. User-Generated Content

If you submit any user-generated content (e.g., reviews, photos, comments) to our website or social media platforms, you grant us a non-exclusive, royalty-free, worldwide, perpetual license to use, display, modify, or distribute the content for marketing purposes.

13. Governing Law

These Terms are governed by the laws of [Insert Your State or Country], without regard to conflict of law principles. Any legal action related to these Terms or your use of our services will be subject to the exclusive jurisdiction of the courts in [Insert City, State, or Country].

14. Dispute Resolution

In the event of a dispute arising from these Terms, we agree to first attempt to resolve the issue through informal negotiations. If the dispute cannot be resolved through informal discussions, it will be submitted to binding arbitration in accordance with [Insert Arbitration Rules] rules.

15. Termination

We reserve the right to terminate or suspend your access to our website or services, without notice, for conduct that we believe violates these Terms or is harmful to our interests.

16. Release of Liability for Injury

By participating in our permanent jewelry services or using any of our products, you understand and agree to the following:

16.1 Assumption of Risk:

Permanent jewelry involves the use of tools such as welding or soldering equipment that may pose a risk of minor injury (e.g., burns, allergic reactions, skin irritation). By voluntarily participating in these services, you acknowledge and assume full responsibility for any risks, injuries, or damages, whether physical or emotional, that may occur as a result of the procedure.

16.2 Allergic Reactions and Skin Sensitivities:

We use high-quality materials in our jewelry, but some individuals may have allergic reactions or sensitivities to metals or other materials. It is your responsibility to notify us of any known allergies or skin conditions prior to the service. We are not liable for any allergic reactions, skin irritations, or other health issues resulting from wearing our jewelry.

16.3 Medical Conditions and Contraindications:

You agree that it is your responsibility to consult with a medical professional prior to receiving any permanent jewelry services if you have any pre-existing medical conditions or concerns, including but not limited to pacemakers, skin conditions, or pregnancy. We are not responsible for any complications arising from undisclosed medical conditions or contraindications.

16.4 Waiver of Liability:

To the fullest extent permitted by law, you agree to release, indemnify, and hold harmless [Your Permanent Jewelry Company], its employees, contractors, agents, and affiliates from any and all claims, damages, liabilities, or expenses (including medical bills) that may arise from:

- Injuries sustained during the jewelry application process.
- Injuries caused by wearing our products, including allergic reactions, infections, or skin irritations.
- Any indirect, incidental, or consequential damages, including pain and suffering.

By participating in our permanent jewelry services or wearing our products, you acknowledge that you are fully aware of these risks and voluntarily agree to release us from any liability.

17. Contact Information

For any questions, concerns, or requests regarding these Terms, please contact us at:

SAVORIA LLC

Email: savoria@savoriajewelry.com

By using our website or services, you agree to these Terms of Service. Thank you for choosing SAVORIA LLC.

No Refund Policy

Effective Date: 9/18/2024

At SAVORIA LLC, we take pride in offering high-quality permanent and custom jewelry products and services. Our goal is to ensure every customer is satisfied with the care, craftsmanship, and attention to detail provided during each service. However, due to the nature of our work and Florida state law, we do not offer refunds on services rendered.

By booking an appointment with SAVORIA LLC, you agree to the following terms:

1. Services Rendered Are Final

Once a service has been completed, it is considered final. We do not offer refunds or exchanges on any service rendered, including but not limited to custom jewelry orders, charms, connectors, permanent jewelry services, chains and or another service or material purchased.

2. Customer Responsibility

Before the commencement of any service, customers are encouraged to discuss any specific needs, expectations, or concerns. By proceeding with the service, the customer acknowledges and agrees that the service provided is as requested.

3. No Show and Late Cancellation

If you fail to show up for your scheduled appointment or cancel within 24 hours, we reserve the right to charge a cancellation fee or retain any deposit made at the time of booking.

4. Exceptions

In the event that SAVORIA LLC is unable to provide the service as agreed or there is a demonstrable issue with the quality of the work that does not meet industry standards, we may, at our discretion, offer to remedy the issue or provide a credit toward future services. This does not include a refund.

5. Health & Safety

Due to health and safety regulations, SAVORIA LLC cannot accept any returns or refunds on any custom or personalized jewelry once the service has been rendered.

6. Legal Compliance

This policy is in compliance with Florida state law. In the state of Florida, businesses are not legally required to provide refunds unless the service was not delivered as agreed, or unless there is a violation of consumer protection laws. Any disputes regarding services will be handled in accordance with the laws of the state of Florida.

7. Contact Us

If you have any questions regarding this policy or if you believe there was an error or issue with your service, please contact us within 3 of your service date at savoria@savoriajewelry.com

Privacy Policy for SAVORIA LLC

Effective Date: 9/18/2024

At SAVORIA LLC (“we,” “our,” or “us”), we respect your privacy and are committed to protecting your personal information. This Privacy Policy outlines how we collect, use, and safeguard your information when you use our services, visit our website, or engage in online transactions, including purchasing permanent jewelry and related services.

1. Information We Collect

We collect both personal and non-personal information to provide, improve, and personalize our services.

Personal Information:

This includes any information that can be used to identify you, such as:

- Name
- Email address
- Shipping address
- Billing address
- Phone number
- Payment details (credit card information is securely processed by third-party payment processors)

Non-Personal Information:

This includes data that cannot be used to identify you personally, such as:

- IP address
- Browser type
- Device type
- Cookies and tracking data

2. How We Use Your Information

We may use your personal information to:

- Fulfill orders for jewelry and services.
- Provide customer service and respond to inquiries.
- Send updates on your order status, shipping, or service appointments.
- Improve our website, products, and services.
- Send marketing and promotional content, only if you’ve opted in.
- Prevent fraud and secure our website and services.

3. Sharing of Information

We do not sell or rent your personal information to third parties. However, we may share your information with trusted service providers, such as:

- Payment processors to handle transactions.
- Shipping companies to deliver your purchases.
- Analytics and marketing service providers to help us understand customer behavior and improve our services.

These third-party service providers are bound by strict confidentiality agreements and are only allowed to use your personal information as necessary to provide the agreed services.

4. Cookies and Tracking Technologies

We use cookies and similar tracking technologies to:

- Improve your browsing experience.
- Analyze website traffic and usage patterns.

- Remember your preferences, such as items in your cart.

You can manage cookie settings through your browser and choose to reject them. However, some features of our website may not function properly without cookies.

5. Data Security

We use industry-standard security measures to protect your personal information from unauthorized access, alteration, disclosure, or destruction. This includes encryption and secure storage of sensitive data like payment information.

However, no method of transmission over the internet or electronic storage is 100% secure. While we strive to protect your personal information, we cannot guarantee its absolute security.

6. Your Rights and Choices

You have the right to:

- Access the personal information we have collected about you.
- Correct or update any inaccuracies in your information.
- Request the deletion of your personal data (subject to legal or contractual restrictions).
- Opt out of marketing communications at any time.

To exercise these rights, please contact us at savoria@savoriajewelry.com.

7. Third-Party Links

Our website may contain links to third-party websites. This Privacy Policy does not apply to those websites, and we are not responsible for the privacy practices of third parties. We recommend reviewing their privacy policies before providing any personal information.

8. Children's Privacy

Our services and website are not intended for children under the age of 13. We do not knowingly collect personal information from children under 13. If we learn that we have collected such information, we will promptly delete it.

9. Changes to This Privacy Policy

We may update this Privacy Policy from time to time to reflect changes in our practices or legal requirements. Any changes will be posted on this page with an updated effective date. We encourage you to review this policy periodically.

10. Contact Us

If you have any questions or concerns about this Privacy Policy or our data practices, please contact us at:

SAVORIA LLC

Email: savoria@savoriajewelry.com

By using our services or making a purchase from SAVORIA LLC, you agree to the terms of this Privacy Policy. Thank you for trusting us with your personal information.

Gift Card Policy

Thank you for choosing our business! Please read the following terms and conditions regarding the use of our gift cards:

1. Validity:
 - Gift cards are valid indefinitely, as long as the company remains open and operational.
2. Non-Transferable:
 - Gift cards are issued to the original purchaser or recipient and are not transferable to another individual or entity.
3. No Cash Value:
 - Gift cards cannot be redeemed for cash or any other monetary value, except as required by applicable law.
4. Redemption:
 - Gift cards can only be redeemed for products or services offered by the company, either in person or online (if applicable).
 - Any remaining balance on the gift card after a purchase will be available for future use.
5. Lost or Stolen Cards:
 - The company is not responsible for lost, stolen, or unauthorized use of a gift card. Treat your card as you would cash.
6. Fraud and Abuse:
 - Any fraudulent activity, such as duplication or tampering, will void the gift card and may result in legal action.
7. Changes to Policy:
 - The company reserves the right to update or modify this gift card policy at any time without prior notice.
8. Acceptance:
 - By purchasing or using a gift card, you agree to these terms and conditions.

If you have any questions or concerns regarding your gift card, please contact us at savoria@savoriapj.com.

Thank you for supporting our woman-owned business! We look forward to helping you create unforgettable, timeless moments.

Permanent Jewelry Waiver & Release Form

By agreeing or signing to this waiver, you acknowledge and agree to the following terms and conditions related to the permanent jewelry services provided by Savoria LLC:

Assumption of Risk

- I understand that permanent jewelry involves the use of tools and techniques, including welding, which may pose a risk of minor burns, skin irritation, or injury.
- I acknowledge that I have been informed of these risks and voluntarily choose to proceed with this service.

Medical Conditions & Allergies

- I confirm that I do not have any medical conditions (e.g., metal allergies, skin sensitivities, or pacemakers) that could be negatively impacted by wearing permanent jewelry or undergoing this procedure.
- I understand and agree that Savoria LLC is not liable for any allergic reactions, skin irritation, or staining caused by the jewelry materials.
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Material Disclaimer

- I understand that different metals can interact with individual skin chemistry, potentially leading to discoloration (e.g., green or black staining) or irritation.
- I accept that Savoria LLC cannot guarantee the prevention of such reactions, as they depend on personal factors.

Maintenance & Removal

- I understand that permanent jewelry is designed to remain on indefinitely but may require professional removal or adjustment if necessary.
- I acknowledge that Savoria LLC is not responsible for damage caused by improper removal or external factors such as wear and tear.

Sales Policy

- I understand and agree that **all sales are final**. Refunds, exchanges, or returns will not be provided once the jewelry has been purchased or the service has been completed.

Liability Release

- I release Savoria LLC, its owners, employees, and affiliates from all liability for any injury, loss, or damage resulting from the permanent jewelry service.
- I agree to assume full responsibility for any issues or complications that may arise post-service, including staining or allergic reactions.

Customer Expectations

- I understand that once the jewelry is welded, adjustments or removals may incur an additional fee.
- I acknowledge that Savoria LLC does not guarantee the jewelry's durability under extreme conditions (e.g., excessive pulling, exposure to harsh chemicals).

Photography & Marketing Consent

- I consent to having my jewelry photographed for promotional purposes, with the understanding that my identity will not be disclosed unless explicitly agreed upon.

Acknowledgment

- I confirm that I am at least 18 years of age, or I have obtained parental/guardian consent to receive this service.
- I understand and agree to all terms listed above and acknowledge that I have had the opportunity to ask questions prior to signing this waiver.

Signature

- Customer Name (Printed): _____
- Customer Signature: _____
- Date: _____

For Minors:

- Parent/Guardian Name (Printed): _____
- Parent/Guardian Signature: _____