



# Membership Opportunity

[HawaiiKineMarket.com](http://HawaiiKineMarket.com)

A PROJECT OF 'EKAHI DESIGN



## Our Team



### MARY STRONG

OWNER / MANAGER / WEB GODDESS

Mary has been creating websites for small businesses, Arts Councils and non-profit organizations for over 20 years. HawaiiKinemarket.com is a culmination of ideas that have developed over the years.



### LISA RICHARDS

SALES / MARKETING

Lisa has lived on Big Island for 3 years. She comes to us with a background in software sales and marketing. Lisa will be doing outside sales and managing our sales force.



### ROBIN WORLEY

CONSULTANT / SALES

Robin is a long-time resident of Big Island. She is well known for her days of presenting the 'Haute Trash Fashion Show'. Robin also sat on the board of directors at The Palace Theater and served as their Executive Director.

## Our Vendors

Liz LoveJoy  
Earth Goddess  
Damon Delaney of Mana Mandala Studio  
Loli Jane  
Pele'e Kitchen  
Lisa Young of Mystic Creations  
Suzanne Dix of Dix Studio  
Puna Gold / Pele's Kitchen  
Vern's WoodWorking  
Robin Worley

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34 Chong Street, Hilo, HI 96720 • 808-747-2829 • aloha@hawaiiKinemarket.com



## HawaiiKineMarket.com is an online community.

It's where artists, artisans and craftspeople tell their story and sell products.

Non-profit organizations and businesses can sell products, get donations and collect money for classes and events.

Kama'aina can find local delivery and pickups and shop local

People from all over the world can shop for authentic, locally made art, crafts, food, services and more.

We celebrate the passion, vision, and dedication of artists, artisans, craftspeople and not-for-profit organizations around the island and want to see them thrive!

We provide the framework for businesses to effectively market and sell products online at a fraction of the cost of other methods.



### WE ARE COMMITTED TO HELPING OUR VENDORS SUCCEED!

- Reach our support staff by email or request a phone call whenever you have a question.
- Sign up for our monthly newsletter and get tips on improving sales, specials and more.
- Meet other vendors! You will be part of an exclusive online community!



### AT A GLANCE

- You will be able to sell products online!
- Easy to use dashboard.
- Tech support and services available
- You will be part of a community.
- Your advertising dollars will go farther.
- You will have access to free promotional items.



### MARKETING PLAN

HawaiiKineMarket.com's marketing plan includes an SEO Strategy, Google Ad Campaign, a Strong Social Media Presence, along with local radio stations and publications. Each member will have access to promotional gifts, website banners, stickers and flyers. A portion of your commission will be applied directly to advertising and marketing.



### CALENDAR

- Members receive monthly revenue via PayPal or checking account.
- You will receive monthly reports.
- Our monthly newsletter will inform you of advertising and promotion schedule, special offers, tips to improve sales and more.

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Ready to Join? Welcome to our Online Community!

STORE NAME

\_\_\_\_\_

VENDORS

24 products - \$660/Yr  12 products - \$480/Yr  FREE SETUP (Through 2/2/2021)

Your storefront on Hawaii Kine market will include:

- Up to 24 products with variations
- Store setup, Payment gateway, monthly statement of earnings
- Reviews and customer communication.
- Business description, bio, links to your website and social media.
- SEO, backlinks, Google ads, social media & local advertising
- Monthly reports and newsletter
- Tech support

Start date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Your Business Name: \_\_\_\_\_ Your Name \_\_\_\_\_

Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_ Your website: \_\_\_\_\_

Please send my payments to my account at  Paypal  Venmo or  mail check

Account email \_\_\_\_\_

I have read and agree to the vendor terms and conditions.

I have read and signed the Agreement for inclusion on HawaiiKineMarket.com

CHOOSE:  Check  Cash  Credit Card  Paypal  Venmo  Invoice  other

VISA  MC  AM  Discover Name on card: \_\_\_\_\_

Charge ONCE \$ \_\_\_\_\_  Charge Quarterly \$ \_\_\_\_\_  \_\_\_\_\_

Vendor Name \_\_\_\_\_

Hawaii Kine Market Rep Name \_\_\_\_\_

Vendor Signaure \_\_\_\_\_

Rep Signaure \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Notes & Special Instructions

\_\_\_\_\_

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## How it works

### MEMBERSHIP

Each member will receive an online store and admin panel. From your admin panel you will be able to manage your products, see your orders, tend to customer's needs, get reports, give refunds, write articles, create coupons and more.

### IMPLEMENTATION

After set up you may manage your store yourself, through an easy-to-use administration panel. You may also choose to have our staff manage your store for you for a reasonable additional cost.

### REQUIREMENTS

Members must live on Hawai'i Island at least part time. Products must be produced on island and sold with aloha. See our requirements for products on the next page.

### ONGOING

We are committed to helping our vendors succeed! HawaiiKineMarket.com's marketing plan includes a SEO strategy, Google ad campaign, a strong social media presence, along with local radio stations and publications. Each member will have access to promotional tools including website banners, stickers and flyers.

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## So we are all on the same page....

### REQUIRED:

- We reserve the right to refuse any product that does not meet our guidelines. (Accepted items: Jewelry, hand-sewn products, clothing, body care, soaps, pottery, glass items, coconut palm woven items, surfboards, clothing, plants, furniture, baked goods, books, artwork, quilts, carvings, wood crafts, ready to eat foods, workshops or classes and events.)
- You are required to provide us with proof of Hawai'i-based business and GET number.
- Product listing must include at least one good-quality photo, a set price, or a price for each variation offered, a description of not less than 200 words and at least one shipping option.
- Product description must match product exactly or it must be clearly stated that the product listed is a sample.
- Product variations must be same product in different colors, patterns or sizes.
- You must be able to ship your own products within 1 - 4 days of purchase.
- Vendor must respond to all customer communication.
- Your store must have: *(We will provide a generic file of each that you may edit.)*
  1. Privacy policy.
  2. Shipping Policy
  3. Return and /or Replacement Policy
  4. Contact form
- Vendors must collect and report all Hawai'i state tax on items sold with Hawai'i.
- All vendors must remit commission of 20% of net on each sale, to 'Ekahi Design, payable monthly.
- Annual fees must be paid on time or vendor's store will be put on hold and no orders will be fulfilled.
- 'Ekahi Design will set up your store for you. You may review and edit before you go live. Subsequent changes to store products will be vendor's responsibility. 'Ekahi Design has web designers for hire that will keep your store running great!
- You need to read and agree to the Terms and Conditions

### PLEASE NOTE:

- HawaiiKineMarket.com is a project of 'Ekahi Design, LLC.
- Terms of this agreement may be changed with written notification to vendors.
- Setup fee is not refundable.
- Vendors will be able to access all reports and records.

### SUGGESTED:

- A F.A.Q. (frequently ask questions) page is highly suggested
- We recommend that your business carries liability insurance.

I'm ok with this

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Name

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Date

Really don't want to tell you this but.. you really should read this...

## Legal Terms and Policies

### 1. Accepting These Terms

This document and the other documents that we reference below make up HawaiiKinemarket.com's rules, or *Terms of Use* (the "Terms" for short).

The Terms are a legally binding contract between you and 'Ekahi Design.

This contract sets out your rights and responsibilities when you use HawaiiKinemarket.com, or other services provided by 'Ekahi Design

If you don't agree with the Terms, you may not use our Services.

### 2. Other Documents

HawaiiKinemarket.com website connects people around the world, both online and offline, to buy and sell items that are made in Hawaii. Here's a handy guide to help you understand the specific rules that are relevant for you, depending on how you use the Services:

'Ekahi Design's rules for Everyone. If you use any of our Services, you agree to these Terms, our Privacy Policy, and our Anti-Discrimination Policy.

'Ekahi Design's rules for Vendors. If you list any items for sale through our Services, these policies apply to you. You can read them [here](#).

'Ekahi Design's rules for Buyers. If you use our Services to browse or shop, these policies apply to you. You can read them [here](#).

'Ekahi Design's rules for Third Parties. These policies apply to intellectual property owners, 'Ekahi Design API users, affiliates, and anyone requesting information from 'Ekahi Design.

Search and Advertising Ranking Disclosures. This is a concise summary of how 'Ekahi Design organizes search results and advertising results that could include Your Content.

All of these policies are a part of our Terms, so be sure to read the ones that are relevant for you, and the rest of this document because it applies to everyone!

### 3. Your Privacy

We know your personal information is important to you, so it's important to us. Our Privacy Policy details how your information is used when you use our Services. By using our Services, you're also agreeing that we can process your information in the ways set out in the Privacy Policy, so please read it [here](#).

Both 'Ekahi Design and Vendors process members' personal information (for example, buyer name, email address, and shipping address) and are therefore considered separate and independent data controllers of buyers' personal information under EU law. That means that each party is responsible for the personal information it processes in providing the Services. For example, if a seller accidentally discloses a buyer's name and email address when fulfilling another buyer's order, the seller, not 'Ekahi Design, will be responsible for that unauthorized disclosure.

If, however, 'Ekahi Design and Vendors are found to be joint data controllers of buyers' personal information, and if 'Ekahi Design is sued, fined, or otherwise incurs expenses because of something that you did as a joint data controller of buyer personal information, you agree to indemnify 'Ekahi Design for the expenses it occurs in connection with your processing of buyer personal information. See Section 9. Indemnification (or What Happens If You Get Us Sued) below for more information about your indemnification obligations to 'Ekahi Design.

### 4. Your Account with 'Ekahi Design

You'll need to create an account with 'Ekahi Design to use some of our Services.

A. You must be 18 years or older to use our Services. Minors under 18 and at least 13 years of age are only permitted to use our Services through an account owned by a parent or legal guardian with their appropriate permission and under their direct supervision. Children under 13 years are not permitted to use 'Ekahi Design or the Services. You are responsible for any and all account activity conducted by a minor on your account. For more information, see 'Ekahi Design's Minors Policy.

B. Provide accurate information about yourself. It's prohibited to use false information or impersonate another person or company through your account.

C. Choose an appropriate name. If you decide to not have your full name serve as the name associated with your account, you may not use language that is offensive, vulgar, infringes someone's intellectual property rights, or otherwise violates the Terms.

D. You're responsible for your account. You're solely responsible for any activity on your account. If you're sharing an account with other people, then the person whose financial information is on the account will ultimately be responsible for all activity. If you're registering as a business entity, you personally guarantee that you have the authority to agree to the Terms on behalf of the business. Also, your accounts are not transferable.

E. Protect your password. It's important to keep your account password secure. Here's a [Help article](#) on how to make your account more secure.

F. These Terms don't create any agency, partnership, joint venture, employment, or franchisee relationship between you and 'Ekahi Design.

### 5. Your Content

Content that you post using our Services is your content ("Your Content"). This includes anything you post using our Services (like shop names, profile pictures, listing photos, listing descriptions, reviews, comments, videos, usernames, etc.).

A. Responsibility for Your Content. You understand that you are solely responsible for Your Content. You represent that you have all necessary rights to Your Content and that you're not infringing or violating any third party's rights by posting it.

B. Permission to Use Your Content. By posting Your Content through our Services, you grant 'Ekahi Design a license to use a low resolution or watermarked image of your work for advertising or marketing purposes. We don't claim any ownership to Your Content, but we have your permission to use it to help HawaiiKinemarket.com function and grow.

C. Reporting Unauthorized Content. 'Ekahi Design has great respect for intellectual property rights, and is committed to following appropriate legal procedures to remove infringing content from the Services. If content that you own or have rights to has been posted to the Services without your permission and you want it removed, please follow the steps listed in our Intellectual Property Policy. If Your Content is alleged to infringe another person's intellectual property, we will take appropriate action, such as disabling it if we receive proper notice or terminating your account if you are found to be a repeat infringer. We'll notify you if any of that happens.

D. Inappropriate, False, or Misleading Content. This should be common sense, but there are certain types of content we don't want posted on HawaiiKinemarket.com (for legal reasons or otherwise). You agree that you will not post any content that is abusive, threatening, defamatory, obscene, vulgar, or otherwise offensive or in violation of our Prohibited Items Policy, Community Policy, or any part of our Terms. You also agree not to post any content that is false and misleading or uses the Services in a manner that is fraudulent or deceptive.

E. Inappropriate, False, or Misleading Content. This should be common sense, but there are certain types of content we don't want posted on HawaiiKinemarket.com (for legal reasons or otherwise). You agree that you will not post any content that is abusive, threatening, defamatory, obscene, vulgar, or otherwise offensive or in violation of our Prohibited Items Policy, Community Policy, or any part of our Terms. You also agree not to post any content that is false and misleading or uses the Services in a manner that is fraudulent or deceptive.

### 6. License to Use Our Services. We grant you a limited, non-exclusive, non-transferable, and revocable license to use our Services—subject to the following Terms and restrictions in particular:

A. Don't Use Our Services to Break the Law. You agree that you will not violate any laws in connection with your use of the Services. This includes any local, state, federal, and international laws that may apply to you. For example, it's your responsibility to obtain any permits or licenses that your shop requires; you may not sell anything that violates any laws; you must comply with our Sanctions Policy, and you may not engage in fraud (including false claims or infringement notices), theft, anti-competitive conduct, threatening conduct, or any other unlawful acts or crimes against HawaiiKinemarket.com/'Ekahi Design, another user, or a third party.

B. Pay Your Bills. You are responsible for paying all fees that you owe to 'Ekahi Design. Except as set forth below, you are also solely responsible for collecting and/or paying any applicable taxes for any purchases or sales you make through our Services. Your fees, bills, taxes, and how you can pay them are fully explained in our Fees & Payments Policy.

C. Don't Steal from us. You agree not to crawl, scrape, or spider any page of the Services or to reverse engineer or attempt to obtain the source code of the Services.

D. Don't Try to Hack us. You agree not to interfere with or try to disrupt our Services, for example by distributing a virus or other harmful computer code.

E. Follow Our Trademark Policy. The name HawaiiKinemarket.com and the other HawaiiKinemarket.com marks, phrases, logos, and designs that we use in connection with our Services, are trademarks, service marks, or trade dress of 'Ekahi Design in the US and other countries. If you'd like to use our trademarks, please follow our Trademark Policy.

F. We love your suggestions and ideas! They can help us improve your experience and our Services. Any unsolicited ideas or other materials you submit to 'Ekahi Design (not including Your Content or items you sell through our Services) are considered non-confidential and non-proprietary to you. You grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

G. Talk to Us Online. By using our Services, you're agreeing to our Electronic Communications Policy, which describes how we provide that information to you. It says that we can send you information electronically (such as by email) instead of mailing you paper copies (it's better for the environment), and that your electronic agreement is the same as your signature on paper.

## 7. Termination

**Termination By You.** If you need to you may terminate your account with HawaiiKinemarket.com / 'Ekahi Design at any time from your account settings. Terminating your account will not affect the availability of some of Your Content that you posted through the Services prior to termination. You still need to pay any outstanding bills.

**Termination By 'Ekahi Design.** We may terminate or suspend your account (and any accounts 'Ekahi Design determines are related to your account) and your access to the Services should we have reason to believe you, your Content, or your use of the Services violate our Terms. If we do so, it's important to understand that you don't have a contractual or legal right to continue to use our Services, for example, to sell or buy on our websites or mobile apps. Generally, 'Ekahi Design will notify you that your account has been terminated or suspended, unless you've repeatedly violated our Terms or we have legal or regulatory reasons preventing us from notifying you.

If you or 'Ekahi Design terminate your account, you may lose any information associated with your account, including Your Content.

**We May Discontinue the Services.** 'Ekahi Design reserves the right to change, suspend, or discontinue any of the Services at any time, for any reason, including those laid out in 'Ekahi Design's policies under these Terms of Use. We will not be liable to you for the effect that any changes to the Services may have on you, including your income or your ability to generate revenue through the Services. The Terms will remain in effect even after your access to the Service is terminated, or your use of the Service ends.

## 8. Warranties and Limitation of Liability (or Things You Can't Sue Us For)

**Items You Purchase.** You understand that HawaiiKinemarket.com / 'Ekahi Design does not manufacture, store, or inspect any of the items sold through our Services. We provide the venue; the items in our marketplaces are produced, listed, and sold directly by independent Vendors, so 'Ekahi Design cannot and does not make any warranties about their quality, safety, or even their legality. Any legal claim related to an item you purchase must be brought directly against the seller of the item. You release 'Ekahi Design from any claims related to items sold through our Services, including for defective items, misrepresentations by Vendors, or items that caused physical injury (like product liability claims).

You may come across materials that you find offensive or inappropriate while using our Services. We make no representations concerning any content posted by users through the Services. 'Ekahi Design is not responsible for the accuracy, copyright compliance, legality, or decency of content posted by users that you accessed through the Services. You release us from all liability relating to that content. If you would though, please let us know about it.

**Third-Party Services.** Our Services may contain links to third-party websites or services that we don't own or control (for example, links to Facebook, Twitter, and Pinterest). You may also need to use a third party's product or service in order to use some of our Services (like a compatible mobile device to use our mobile apps). When you access these third-party services, you do so at your own risk. The third parties may require you to accept their own terms of use. 'Ekahi Design is not a party to those agreements; they are solely between you and the third party.

**Gift Cards and Promotions.** You acknowledge that 'Ekahi Design does not make any warranties with respect to your Gift Card balance and is not responsible for any unauthorized access to, or alteration, theft, or destruction of a Gift Card or Gift Card code that results from any action by you or a third party. You also acknowledge that we may suspend or prohibit use of your Gift Card if your Gift Card or Gift Card code has been reported lost or stolen, or if we believe your Gift Card balance is being used suspiciously, fraudulently, or in an otherwise unauthorized manner. If your Gift Card code stops working, your only remedy is for us to issue you a replacement Gift Card code. By participating in a special offer or promotion, you agree that you may not later claim that the rules of that special offer or promotion were ambiguous.

**WARRANTIES.** 'Ekahi Design IS DEDICATED TO MAKING OUR SERVICES THE BEST THEY CAN BE, SOMETIMES THINGS CAN GO WRONG. YOU UNDERSTAND THAT OUR SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY KIND OF WARRANTY (EXPRESS OR IMPLIED). WE ARE EXPRESSLY DISCLAIMING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

**WE DO NOT GUARANTEE THAT:** (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL MATERIALS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR EXPECTATIONS. YOU USE THE SERVICES SOLELY AT YOUR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**LIABILITY LIMITS.** TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER 'Ekahi Design, NOR OUR EMPLOYEES OR DIRECTORS SHALL BE LIABLE TO YOU FOR ANY LOST PROFITS OR REVENUES, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THESE TERMS. IN NO EVENT SHALL 'Ekahi Design'S AGGREGATE LIABILITY FOR ANY DAMAGES EXCEED THE GREATER OF ONE HUNDRED (\$100) US DOLLARS (USD) OR THE AMOUNT YOU PAID 'Ekahi Design IN THE PAST TWELVE MONTHS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## 9. Indemnification (or What Happens If You Get Us Sued)

If 'Ekahi Design gets sued because of something that you did, you agree to defend and indemnify us. That means you'll defend 'Ekahi Design (including any of our employees) and hold us harmless from any legal claim or demand (including reasonable attorney's fees) that arises from your actions, your use (or misuse) of our Services, your breach of the Terms, or you or your account's infringement of someone else's rights.

We reserve the right to handle our legal defense however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy.

## 10. Disputes with Other Users

If you find yourself in a dispute with another user of 'Ekahi Design's Services or a third party, we encourage you to contact the other party and try to resolve the dispute amicably.

Buyers and Vendors who are unable to resolve a dispute related to a transaction on our websites or mobile apps may participate in our case system. You can find details about the case system in this Help article. 'Ekahi Design will attempt to help you resolve disputes in good faith and based solely on our interpretation of our policies, in our sole discretion; we will not make judgments regarding legal issues or claims. 'Ekahi Design has no obligation to resolve any disputes.

**Release of 'Ekahi Design.** You release 'Ekahi Design from any claims, demands, and damages arising out of disputes with other users or parties.

## 11. Disputes with 'Ekahi Design

If you're upset with us, let us know, and hopefully we can resolve your issue. If we can't, then these rules will govern any legal dispute involving our Services:

**A. Governing Law.** The Terms are governed by the laws of the State of Hawaii, without regard to its conflict of laws rules, and the laws of the United States of America. These laws will apply no matter where in the world you live, but if you live outside of the United States, you may be entitled to the protection of the mandatory consumer protection provisions of your local consumer protection law.

**B. Arbitration.** You and 'Ekahi Design agree that any dispute or claim arising from or relating to the Terms shall be finally settled by final and binding arbitration, using the English language, adminis-



tered by the American Arbitration Association (the "AAA") under its Consumer Arbitration Rules (the "AAA Rules") then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms you can find the AAA Rules here), unless otherwise required by law. \*\*Arbitration, including threshold questions of arbitrability of the dispute, will be handled by a sole arbitrator in accordance with those rules. Judgment on the arbitration award may be entered in any court that has jurisdiction.

Any arbitration or mediation under the Terms will take place on an individual basis — class arbitrations and class actions are not permitted. You understand that by agreeing to the Terms, you and 'Ekahi Design are each waiving the right to trial by jury or to participate in a class action or class arbitration.\*\* Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator or mediator. You may instead assert your claim in "small claims" court, but only if your claim qualifies, your claim remains in such court, and your claim remains on an individual, non-representative, and non-class basis.

C. Costs of Arbitration. Payment for any and all reasonable AAA filing, administrative, and arbitrator fees will be in accordance with the Consumer Arbitration Rules, and in the case of CEDR, its rules. If the value of your claim does not exceed \$2,000 USD, 'Ekahi Design will pay for the reasonable filing, administrative, and arbitrator fees associated with the arbitration, unless the arbitrator finds that either the substance of your claim or the relief sought was frivolous or brought for an improper purpose. For mediation through CEDR, the parties will pay their share of mediation costs, and under certain conditions such fees may be refundable to you, depending on the outcome of the mediation.

D. Forum. We're based in Hawaii, so any legal action against 'Ekahi Design related to our Services must be filed and take place in Hawaii county.

E. Government Exception. If you are a government agent or entity in the United States using the Services in your official capacity, and you are legally unable to agree to the clauses in this section, then those clauses do not apply to you. In that case, the Terms and any action related to the Terms will be governed by the laws of the United States (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of New York.

F. Modifications. If we make any changes to this "Disputes with 'Ekahi Design" section after the date you last accepted the Terms, those changes will not apply to any claims filed in a legal proceeding against 'Ekahi Design prior to the date the changes became effective. 'Ekahi Design will notify you of substantive changes to the "Disputes with 'Ekahi Design" section at least 30 days prior to the date the change will become effective. If you do not agree to the modified terms, you may send 'Ekahi Design a written notification (including email) or close your account within those 30 days. By rejecting a modified term or permanently closing your account, you agree to arbitrate any disputes between you and 'Ekahi Design in accordance with the provisions of this "Disputes with 'Ekahi Design" section as of the date you last accepted the Terms, including any changes made prior to your rejection. If you reopen your closed account or create a new account, you agree to be bound by the current version of the Terms.

#### 12. Changes to the Terms

We may update these Terms from time to time. If we believe that the changes are material, we'll definitely let you know by posting the changes through the Services and/or sending you an email or message about the changes. That way you can decide whether you want to continue using the Services. Changes will be effective upon the posting of the changes unless otherwise specified. You are responsible for reviewing and becoming familiar with any changes. Your use of the Services following the changes constitutes your acceptance of the updated Terms.

#### 13. Some Finer Legal Points

The Terms, including all of the policies that make up the Terms, supersede any other agreement between you and 'Ekahi Design regarding the Services. If any part of the Terms is found to be unenforceable, that part will be limited to the minimum extent necessary so that the Terms will otherwise remain in full force and effect. Our failure to enforce any part of the Terms is not a waiver of our right to later enforce that or any other part of the Terms. We may assign any of our rights and obligations under the Terms.

#### 14. Contact Information

If you have any questions about the Terms, please email us at [Mary@EkahiDesign.com](mailto:Mary@EkahiDesign.com)

\*In some countries you may have additional rights and/or the preceding may not apply to you.

Last updated on August 7, 2020