

# Skagway Studios Terms of Use

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Skagway Studios' Services was established to connect Made in Skagway creators with people across the United States, to sell the unique goods produced in Skagway.

Made in Skagway is a program managed and marketed by the Skagway Development Corporation in an effort to promote and support the economy and community of Skagway, Alaska.

Our Terms of Use are for both buyers and sellers. If you use any of our Services, you agree to these Terms as well as our Selling Policy and the Fees & Payment Policy.

## 1. Accepting These Terms

This document and the other documents that we reference below make up our house rules, or what we officially call our Terms of Use (the “Terms” for short).

The Terms are a legally binding contract between you and the Skagway Development Corporation, the administrative and marketing body for the Made in Skagway program and Skagway Studios.

Please note that Section 10. Disputes with Skagway Development Corporation (the administrative body of Skagway Studios)/ Made in Skagway/ Skagway Studios, contains a binding arbitration clause, waiver of jury trial and class action waiver. By agreeing to the Terms, you agree to resolve all disputes through binding individual arbitration, which means that you waive any right to have those disputes decided by a judge or jury, and that you waive your right to participate in class actions, class arbitrations, or representative actions.

This contract sets out your rights and responsibilities when you use Skagway Studios on [madeinskagway.org](http://madeinskagway.org), so please read it carefully. By using any of our Services (even just browsing one of our websites), you’re agreeing to the Terms. If you don’t agree with the Terms, you may not use our Services.

## 2. User’s Privacy

We know your personal information is important to you, so it’s important to us.

As a Made in Skagway member and seller on Skagway Studios, your personal information including name and business contact information is listed on the Made in Skagway website so that interested vendors and buyers can contact you. This excludes birthdates or business financial information. SDC does not retain Credit Card information nor do we require personal information such as a social security card. Data collected on annual membership renewal forms and through Skagway Studio sales as well as seller payment withdraw information will remain confidential. Sales figures may be used in general reports produced by SDC. A business’s independent information will not be publicized.

For buyers, both Skagway Studios and sellers process buyers' personal information (for example, buyer name, email address, and shipping address) and are considered separate and independent data controllers of buyers' personal information. This 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 Skagway Studios/ Made in Skagway/ Skagway Development Corporation, will be responsible for that unauthorized disclosure.

If, however, Skagway Development Corporation (SDC) and sellers are found to be joint data controllers of buyers' personal information, and if SDC is sued, fined, or otherwise incurs expenses because of something that a seller did as a joint data controller of buyer personal information, the seller agrees to indemnify SDC for the expenses it occurs in connection with the seller's 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 SDC.

SDC does not retain buyer Credit Card or other Payment information nor do we require personal information such as a social security card when creating a Skagway Studios Customer account. Data collected through Skagway Studio sales and customer account creation will remain confidential and may be used in general reports produced by SDC. A business's independent information will not be publicized.

### 3. Your Skagway Studios Account

Sellers will need to create an account with Skagway Studios to use our Services, buyers may opt not to create a customer account. Here are a few rules about accounts with Skagway Studios:

A. You must be a Made in Skagway member in good standing to have a sellers account. Vendors of Made in Skagway products are not eligible to have a Skagway Studios account.

B. 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 Skagway Studios or the Services. You are responsible for any and all account activity conducted by a minor on your account.

C. Be honest with us. Provide accurate information about yourself. It's prohibited to use false information or impersonate another person or company through your account.

D. 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.

E. You're responsible for your account. You're solely responsible for any activity on your account. If you're a seller 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.

F. Protect your password. As we mentioned above, you're solely responsible for any activity on your account, so it's important to keep your account password secure.

G. Let's be clear about our relationship. These Terms don't create any agency, partnership, joint venture, employment, or franchisee relationship between you and Skagway Studios, Made in Skagway or Skagway Development Corporation.

H. Accounts inactive for more than 12 months will be deleted.

## 4. Sellers Content

Content that sellers post using our Services is your content (so let's refer to it as "Your Content"). We don't make any claim to it, which 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 Skagway Development Corporation a license to use said Content for marketing, promotion or advertising purposes. We don't claim any ownership to Your Content, but we have your permission to use it to help Made in Skagway function and grow. That way, we won't infringe any rights you have in Your Content and we can help promote your stuff.

C. Reporting Unauthorized Content. Skagway Development Corporation 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 email us at skagdev@aptalaska.net. 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. You agree that you will not post any content that is abusive, threatening, defamatory, obscene, vulgar, or otherwise offensive or in violation of our “what cannot be sold” 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. Removal of Inappropriate Content. You agree that you have granted the Skagway Development Corporation absolute authority and at their sole discretion with no opportunity to object, the ability to remove any content placed or posted on the website that the Skagway Development Corporation deems abusive, threatening, defamatory, obscene, vulgar, fraudulent or otherwise offensive or is in violation of our “what cannot be sold” policy or any part of our Terms.

## 5. Your Use of Our Services

License to Use Our Services. We grant you a limited, non-exclusive, non-transferable, and revocable license to use our Services—subject to the Terms and the following 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 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 Skagway Studios/ Made in Skagway/ Skagway Development Corporation, another Skagway Studios user, or a third party.

B. Pay Your Bills. You are responsible for paying all fees that you owe to Skagway Studios. 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.

C. Don't Steal Our Stuff. 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 Harm Our Systems. 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 "Made in Skagway" and the Made in Skagway Certification mark or any other designs or logos that we use in connection with our Services, are trademarks, service marks, or trade dress of Skagway Development Corporation. Made in Skagway Members have the privilege to use the Made in Skagway mark to promote or tag their item as an authentic piece produced in Skagway.

F. Share Your Ideas. 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 Skagway Development Corporation (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. From time to time, SDC will provide you with certain legal information in writing. By using our Services, you're agreeing to receive all types of communication from Skagway Development Corporation electronically.

## 6. Termination

Termination By You (Buyer or Seller). We'd hate to see you go, but you may terminate your account with Skagway Studios 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 and all outstanding bills must be paid promptly. You can re-activate within 3-months to avoid paying the subscription fee again.

Termination By SDC. We may terminate or suspend your account (and any related accounts) and your access to the Services at any time, for any reason, and without advance notice. 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. Skagway Development Corporation may refuse the use of Skagway Studios service to anyone, at any time, for any reason.

If you or SDC terminates your account, you may lose any information associated with your account, including Your Content.

We May Discontinue the Services. SDC reserves the right to change, suspend, or discontinue any of the Services at any time, for any reason. 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.

Survival. The Terms will remain in effect even after your access to the Service is terminated, or your use of the Service ends.

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

Items You Purchase. You understand that Skagway Development Corporation, Made in Skagway or Skagway Studios 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 sellers, so Skagway Development Corporation, Made in Skagway or Skagway Studios 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 Skagway Development Corporation, Made in Skagway and Skagway Studios from any claims related to items sold through our Services, including for defective items, misrepresentations by sellers, or items that caused physical injury (like product liability claims).

Content You Access. 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. Skagway Development Corporation 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.

People You Interact With. You can use the Services to interact with other individuals, either online or in person. However, you understand that we do not screen users of our Services, and you release us from all liability relating to your interactions with other users. Please be careful and exercise caution and good judgment in all interactions with others, especially if you are meeting someone in person.

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. Skagway Development Corporation, Made in Skagway and Skagway Studios is not a party to those agreements; they are solely between you and the third party.

Gift Cards and Promotions. Skagway Development Corporation, Made in Skagway and Skagway Studios does not sell gift cards. Skagway Studios Sellers may sell and provide their own gift cards. You acknowledge that Skagway Development Corporation, Made in Skagway or Skagway Studios 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.

Service warranties. Skagway Development Corporation/ Made in Skagway/ Skagway Studios is dedicated to making our services the best they can be, but we're not perfect and 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 Skagway Development Corporation, 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 Skagway Development Corporation's aggregate liability for any damages exceed the greater of one hundred (\$100) us dollars (usd) or the amount you paid Skagway Studios 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.

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

We hope this never happens, but if Skagway Development Corporation, Made in Skagway or Skagway Studios gets sued because of something that you did, you agree to defend and indemnify us. That means you'll defend Skagway Development Corporation, Made in Skagway and Skagway Studios (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 your account's infringement of someone else's rights. You shall indemnify Skagway Development Corporation, Made in Skagway or Skagway Studios (each an "Indemnitee"), against, and hold each Indemnitee harmless from, any and all losses, claims, damages, judgments, liabilities and related expenses, including the reasonable fees, charges and disbursements of any legal counsel for Skagway Development Corporation, Made in Skagway or Skagway Studios incurred by or asserted against any Indemnitee arising out of, in connection with your participation with Skagway Development Corporation, Made in Skagway or Skagway Studios.

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.

## 9. Disputes with Other Users

If you find yourself in a dispute with another user of Skagway Studios' Services or a third party, we encourage you to contact the other party and try to resolve the dispute amicably. Skagway Development Corporation 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. Skagway Development Corporation, Made in Skagway and Skagway Studios has no obligation to resolve any disputes.

Release of Skagway Development Corporation/ Made in Skagway/ Skagway Studios. You release Skagway Development Corporation, Made in Skagway and Skagway Studios from any claims, demands, and damages arising out of disputes with other users or parties.

## 10. Disputes with Skagway Development Corporation/ Made in Skagway/ Skagway Studios.

If you're upset with us, let us know, and hopefully we can resolve your issue. But 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 Alaska, 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. Binding Arbitration, Waiver of Jury Trial, and Waiver of Participation in Class Action. You and Skagway Development Corporation 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, administered 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 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 SKAGWAY DEVELOPMENT CORPORATION/ MADE IN SKAGWAY/ SKAGWAY STUDIOS 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. 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. If the value of your claim does not exceed \$5,000 USD, Skagway Development Corporation. 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.

D. Forum. We're based in Alaska, so any legal action against Skagway Development Corporation/ Made in Skagway/ Skagway Studios related to our Services must be filed and take place in Skagway, Alaska. For all actions under the AAA Rules, the proceedings may be filed where your residence is, or in Skagway, Alaska, and any in-person hearings will be conducted at a location which is reasonably convenient to both parties taking into account their ability to travel and other pertinent circumstances. For any actions not subject to arbitration, you and Skagway Development Corporation/ Made in Skagway/ Skagway Studios agree to submit to the personal jurisdiction of a state or federal court located in Skagway, Alaska if your contract is with Skagway Studios.

E. Modifications. If we make any changes to this “Disputes with Skagway Development Corporation/ Made in Skagway/ Skagway Studios” section after the date you last accepted the Terms, those changes will not apply to any claims filed in a legal proceeding against Skagway Development Corporation/ Made in Skagway/ Skagway Studios prior to the date the changes became effective. Skagway Development Corporation will notify you of substantive changes to the “Disputes with Skagway Development Corporation/ Made in Skagway/ Skagway Studios” 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 Skagway Development Corporation 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 Skagway Development Corporation/ Made in Skagway/ Skagway Studios in accordance with the provisions of this “Disputes with Skagway Development Corporation/ Made in Skagway/ Skagway Studios” 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.

## 11. 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.

## 12. Some Finer Legal Points

The Terms, including all of the policies that make up the Terms, supersede any other agreement between you and Skagway Development Corporation 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.

## 13. Contact Information

If you have any questions about the Terms, please email us at [skagdev@aptalaska.net](mailto:skagdev@aptalaska.net).