

TERMS OF SERVICE

Effective Date: April 15, 2025 Last Updated: August 5, 2025

Welcome to Heirloom Cartography, Inc. Thank you for choosing Heirloom Cartography to preserve and celebrate your family history!

These Terms of Service ("Terms") govern your access to and use of our website and services, including genealogical charts, books, and research (collectively, the "Services"). By using our Services, you agree to these Terms.

1. Scope of Services

Heirloom Cartography, Inc. provides genealogical research and design services, those of which may include creating ancestral charts, genealogical books, original works of art, and/or historical children's books. With regard to our "customizable products," such as genealogy charts and books, the ancestry and historical records provided are based on the information you offer and can include our research, existing source materials, and online resources.

2. User Responsibilities

By using our Services, you agree:

• Provide accurate, complete information to the best of your knowledge to support genealogical accuracy.

- Not to submit any defamatory, offensive, or unlawful content.
- To comply with all applicable laws and respect third-party intellectual property rights. Thus, disclosing the origin or proprietary materials you provide, including family trees, to ensure appropriate permissions and attribution if necessary.

3. Fees and Payments

With regard to customizable products...

- All base fees for products will be required to be paid up front before work is begun on any customizable products (charts, books, etc.).
- We reserve the right to request and collect payment for any fees that might be incurred upon changes or completion of your project, such as matting and framing fees.
- With regard to our research services, these vary on a case-by-case basis, and an agreed-upon amount will be required up front. This research will be done on an hourly basis.
- Additional costs for genealogy research services (e.g., document acquisition fees, such as vital records, and travel expenses) will be preapproved by you before being incurred.
- Across any product, domestic and international shipping and handling fees may apply. This is especially necessary if rush shipping is requested or required to deliver the product for a special occasion.

4. Delivery of Results

- While we strive to deliver accurate and high-quality results, we cannot guarantee specific outcomes due to the nature of genealogical research (e.g., limited record availability, incomplete historical data).
- Please expect <u>6-8 weeks</u> on average for delivery of final products.

5. Intellectual Property

- All original artwork, designs, and layouts created by Heirloom Cartography, Inc. are protected intellectual property. This includes mockup images of a customizable product sent to clients for approval before production begins.
- HCl may copy and distribute selected projects (with identifying details removed for the first three generations) for promotional purposes unless you request otherwise.
- You may use the materials for personal purposes only. Resale or redistribution without prior written consent is prohibited.

6. Privacy

• We respect your privacy. Any personal or genealogical data you share will only be used to fulfill your order or project and is not sold or shared without your permission, except as required by law, except 5(2) above. See our Privacy Policy for full details.

7. Limitations of Liability

- Heirloom Cartography, Inc. is not responsible for errors or omissions in research due to incomplete or inaccurate information provided by you or limitations in historical records.
- You are responsible for reviewing and approving your digital mockup. Once approved, production begins, and we cannot accept changes.
- Our liability is limited to the amount paid for the specific Service in question. We are not liable for indirect or consequential damages arising from the use of our Services.

8. Cancellation and Return Policy

• Cancellations and full refunds can be provided to all customers within 24 hours of the original order submission date. This is the point in time at which work has yet to begin on your project.

- Refunds and cancellations are unable to be offered once work has begun on customizable products, except for genealogy research services, whereby the up-front amount has not been used. With regard to children's books, which cannot be customized, please see Amazon's return and cancellation policy provided on their <u>Conditions of Use</u> page.
- Heirloom Cartography, Inc. reserves the right to cancel a project if we find we have insufficient information or resources to proceed effectively.

9. Modifications to Terms

Heirloom Cartography, Inc. may update these Terms from time to time.
Changes will be posted on our website and will be effective as of the
updated date provided at the top of this document. Continued use of our
Services after changes are posted constitutes acceptance of the revised
Terms.

10. Governing Law

 The laws of the State of Colorado govern these Terms. Any disputes arising from these Terms shall be resolved exclusively in the courts located in the District Court in Denver, Colorado unless prohibited or preempted by statute.

11. Contact Information

• If you have questions about these Terms or need assistance with our Services, please contact us:

o Email: <u>info@heirloomcharts.com</u>

o Phone: 303-573-1000

Address: 387 Corona Street, Suite 555, Denver, CO 80218

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