

Terms & Conditions

What this Agreement Covers

This Agreement governs your use of the Mobile Application and Website (the "Belle DZN Platform") and the Belle DZN LLC service (the "Service"). Acceptance of orders by you ("Customer") is expressly made conditional on Customer's assent to these terms and conditions. Unless otherwise agreed to in writing by all parties, the terms and conditions set forth herein supersede any and all terms and conditions of Customer's purchase order(s) and will govern all transaction between Customer and Belle DZN LLC. These terms and conditions also apply to all future transaction unless modified in writing signed by all parties. Belle DZN LLC specifically rejects any terms or provisions which set any standards, specifications or damages related to quality and time of delivery. Customer's acceptance of goods delivered by Belle DZN LLC constitutes acknowledgement by Customer of its acceptance of these terms and conditions.

Creation of Custom Works

Belle DZN LLC allows Customer to create custom works in a variety of ways. Through the Belle DZN Platform, Customer can select from a variety of preset designs and artwork in specified sizes indicated which is available as Art on Pillows or Art on Aluminum. The Mixed Media Art are one of a kind works sold two times each year during open studio sales. When Customer selects the Work that they would like to have made for them, Belle DZN LLC offers a variety of customization options, as described herein.

Intellectual Property Rights of Belle DZN LLC and Third Parties

Belle DZN LLC is committed to the appropriate and legal use of the intellectual property of others, and we require our users to behave similarly. Unless otherwise noted, all materials, including images, illustrations, designs, icons, photographs and written and other materials that appear on the Belle DZN Platform (collectively the "Contents") are copyrights, trademarks, trade dress and/or other intellectual properties owned, controlled or licensed by Belle DZN LLC. Belle DZN LLC is the owner of the Belle DZN trademark. Other trademarks or copyrighted materials made available through the Belle DZN Platform, including images, artwork, logos, slogans, color schemes and design trademarks, are licensed for use by Belle DZN LLC from third parties owning such marks and/or copyrights (the "Licensed Works"). By using the Belle DZN Platform, you agree to limit your use of Licensed Works to uses that comply with any restrictions or conditions imposed on the use and access of the Licensed Works by the third parties.

Generally, products created using images available on the site should not be resold commercially. In the event that you wish to resell such products, you agree to contact Belle DZN LLC and verify the legality of reselling such products prior to doing so.

Privacy Policy

[\[Click Here\]](#) to view our Privacy Policy

Labor Conditions Policy

Belle DZN LLC supports high standards for manufacturing labor conditions. Accordingly, we seek to work with suppliers who promote such standards within their operations. Belle DZN LLC relies upon referrals, reputation and, in some cases, personal inspections to identify such vendors.

Pricing

Belle DZN LLC reserves the right to change pricing without notice.

Payment Policies

Belle DZN LLC accepts online payment via Visa, MasterCard and American Express. Payment is due, in full, at the time order is placed by Customer. All payments sent electronically are securely transmitted.

All returned and/or cancelled payments will be subject to a \$25 charge for non-sufficient funds (NSF).

Art on Pillows are made to order for handmade designs and are digitally printed on 100% linen fabric. Pillows are available in various sizes, which Customer selects at the time of checkout. Specific designs are available in the sizes and colors shown on the Belle DZN Platform. Pillow cases are available with an envelope or zipper enclosure and do not include fillers. Pillows are for indoor use only. Professional dry cleaning is recommended.

Art on Aluminum are made to order for handmade designs, digitally printed on aluminum plates in the sizes indicated on the Belle DZN Platform. The Art on Aluminum are made with wall mounts. Specific designs are for the sizes and colors shown only.

The Mixed Media Art collections are one of a kind. They are handcrafted on a 14"X14" gesso covered wood panel, with digitally or hand printed designs, paper, fabric, Aluminum, natural materials and acrylic paint.

The Mixed Media Art are available only twice per year, during Belle DZN LLC's open studio sales. Customer is encouraged to check www.belleDZN.com frequently for open studio and art show venue dates and locations.

Materials Disclaimer

Belle DZN LLC uses commercially reasonable efforts to display the colors of all of the collections of Art on Pillows, Art on Aluminum and Mixed Media Art on the Belle DZN Platform. However, due to variances in individual computer monitors, tablets and smartphones, colors may display differently. For this reason, Belle DZN LLC is not responsible for the color accuracy of any Art on Pillows, Art on Aluminum or Mixed Media Art displayed on the site and disclaims any liability in this regard. Additionally, although Belle DZN LLC uses the latest equipment and most innovative processes available and strives to ensure that merchandise is of the highest quality, Belle DZN LLC is not responsible for any inconsistencies that may occur in coverage due to the nature and type of materials and fabrics used. Belle DZN LLC will provide a color swatch for Art on Pillows at Customer request.

Shipment/Delivery Times

Belle DZN LLC's orders are generally shipped within 4-6 weeks of receipt of order from Customer. Rush orders are available for an additional rush charge. For rush orders, customer is responsible for any expedited shipping charges associated with the order. Delivery times may vary during the holiday seasons.

Return Policy

Belle DZN LLC goes to great lengths to ensure that all orders are filled accurately and on time and are of the highest quality. However, since the goods are custom made to order upon Customer request, Belle DZN LLC cannot accept returns or provide refund of payment to customer except as indicated herein. If Customer is disappointed by Belle DZN LLC merchandise for one of the following reasons: (a) the items themselves are materially flawed or (b) the design of the final product is materially different from the final design submitted by the Customer, Customer may request exchange of the product. Customer may exchange product, in its original packaging, within 7 days of delivery to Customer. Belle DZN LLC will not exchange any product if no such request is made within 7 days of delivery. In the event Customer is dissatisfied with their purchase for any other reason, Belle DZN LLC encourages Customer to contact Belle DZN LLC directly at belledznllc@belledzn.com.

Cancellation Policy

For Standard Delivery orders, you may change or cancel your order any time prior to shipment. In the event Customer's order is cancelled after midnight (12:00 a.m.) on the 3rd day after the order is placed, Customer agrees to pay a cancellation fee equal to 50% of the purchase price for the order.

Belle DZN LLC reserves the right to cancel any order for Art on Pillows, Art on Aluminum or Mixed Media Art that may be placed via the Belle DZN Platform. In the event Belle DZN LLC determines, in its sole discretion, that an item is out of stock, discontinued or otherwise unavailable for any reason and cancels Customer order placed on the Belle DZN Platform, Belle DZN LLC will send Customer an email confirming cancellation and refunding all fees paid by Customer, if any.

Limit of Belle DZN LLC's Responsibility

Belle DZN LLC will be responsible for acting only on those instructions sent to Belle DZN LLC that actually are received and does not assume responsibility for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of any orders you send. Belle DZN LLC is not responsible for any losses or delays in transmission of orders arising out of the use of any Internet Access Service Provider or caused by any browser software or any computer virus or related problem that may be attributable to services provided by any Internet Access Service Provider. Belle DZN LLC is not responsible should you give incorrect instructions or if your credit-card payment is not processed by your credit-card company.

The information and materials contained in the Belle DZN Platform, including text, graphics, links or other items, are provided "as is", "as available". Belle DZN LLC does not warrant the accuracy, adequacy or completeness of the information and materials on the Site and expressly disclaims liability for errors or omissions in this information and materials. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose or freedom from computer virus, is given in conjunction with the information and materials.

Customer acknowledges that Belle DZN LLC has no responsibility for any work performed by any vendor referred by Belle DZN LLC and hereby waives any right to assert any claim against Belle DZN LLC for work performed by any other company or vendor, including but not limited to claims for negligent referral, agency, or respondent superior.

EXCLUSION OF IMPLIED WARRANTIES: CUSTOMER RECOGNIZES THAT IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL OTHER WARRANTIES IMPLIED ARE EXCLUDED FROM ANY TRANSACTION BETWEEN BELLE DZN LLC AND CUSTOMER AND SHALL NOT APPLY TO ANY GOODS SOLD BY BELLE DZN LLC, WHETHER CUSTOM OR OTHERWISE.

In no event will Belle DZN LLC be liable for any damages, including without limitation, direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with this site or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if Belle DZN LLC, or representatives thereof, are advised of the possibility of such damages, losses or expenses.

Intellectual Property Claims

Belle DZN LLC respects the intellectual property rights of others. We have a policy of removing content that violates copyright, trademark, or other intellectual property laws, suspending or blocking access to the design-saving or other features of our site to any user who uses our site in violation of any such law, and/or terminating in appropriate circumstances the account (if any) of any user who uses our site in violation of any such law. Pursuant to Title 17 of the United States Code, Section 512, we have implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If you believe your copyright, trademark, or other intellectual property right is being infringed by a user of Belle DZN LLC, please provide written notice to the following agent for notice of claims of infringement:

Kathleen Moreno
Belle DZN LLC
1025 Alameda de las Pulgas, #122
Belmont, CA 94002
Email: belledznllc@belledzn.com

In order for us to respond to your notice, it must: (i) contain your physical or electronic signature; (ii) identify the copyrighted work, trademark, or other intellectual property alleged to have been infringed; (iii) identify the allegedly infringing material in a sufficiently precise manner to allow us to locate that material; (iv) contain adequate information by which we can contact you (including postal address, telephone number and e-mail address); (v) contain a statement that you have a good faith belief that use of the copyrighted material, trademark, or other intellectual property is not authorized by the owner, the owner's agent, or the law; (vi) contain a statement that the information in the written notice is accurate; and (vii) contain a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright, trademark, or other intellectual property right owner.

Indemnity

You agree to defend, indemnify and hold Belle DZN LLC and its affiliates harmless from and against any and all claims, damages, costs and expenses, including reasonable attorneys' fees, arising from or relating to your use of the Belle DZN Platform and the Service, your violation of this Agreement, or your violation of any rights of another.

Governing Law

This Agreement shall be governed by the laws of the State of California and, where applicable, by federal law. To the extent that any court proceedings are commenced, Customer hereby consents to the exclusive jurisdiction of the courts located in San Mateo County, California, for any claims or controversies arising out of the Services.

Last updated on: 9/15/2016