**Terms and Conditions**

Fill Your Nest Home and Seasonal Décor LLC terms of Use (this "Agreement") state the terms and conditions under which you may access or browse the online site and govern your use of the Website. By using the Website, you agree to be bound by this Agreement, whether you are simply accessing or browsing the Website or you are purchasing products offered for sale on the Website (“Products”) as a registered customer. If you wish to access or browse this site, shop for or purchase Products, please read these Terms of Use carefully. If you object to anything in this Agreement or the Fill Your Nest Privacy Policy, you should leave the Fill Your nest Website.

A. Electronic Agreement/Modification. This Agreement is an electronic contract that sets out the legally binding terms of your use of the Website and your purchase of Products. By accessing the Website or becoming a registered customer, you consent to have this Agreement provided to you in electronic form. This Agreement includes Fill Your Nest Privacy Policy and any notices regarding the Website. By accessing the Website or clicking the Accept Button and becoming a registered user, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein.

B. Modification. This Agreement may be modified by Fill Your Nest at its sole discretion from time to time, such modifications to be effective upon posting by Fill Your Nest on the Website and your use of the Website after such posting will constitute acceptance by you of such changes. Please consult this Agreement regularly. This Agreement was last updated on April 19, 2020.

C. Access and Retention. A link to this Agreement will be found on the Fill Your Nest homepage. In order to access and retain this electronic Agreement, you must have access to the World Wide Web, either directly or through devices that access web-based content and pay any service fees associated with such access. In addition, you must use all software and equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Please print a copy of this document for your records. To retain an electronic copy of this Agreement, you may save it into any word processing program.

**ACCEPTANCE OF TERMS OF USE AGREEMENT**

**PRIVACY POLICY.**

Please refer to our Privacy Policy, which is incorporated into this Agreement by this reference.

**ELIGIBILITY.**

You must be at least eighteen (18) years of age to purchase Products, register with or otherwise use the Website. By using the Website, you represent and warrant that: (a) you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement; (b) all registration and listing information you submit is truthful and accurate; (c) you will maintain the accuracy of such information; (d) you are 18 years of age or older; and (e) your use of the Website does not violate any applicable law or regulation.

**WEBSITE CONTENTS.**

Occasionally there may be information on the Website that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing and/or availability. Fill Your Nest reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice (including after you have submitted your order). Fill Your Nest apologizes for any inconvenience this may cause you.

**ELECTRONIC COMMUNICATIONS.**

When you visit the Website or send e-mails to Fill Your Nest, you are communicating electronically. You consent to receive communications from Fill Your Nest electronically. Fill Your Nest will communicate with you by e-mail or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications provided to you electronically satisfy any legal requirement that such communications be in writing. You also agree that by signing up for Fill Your Nest e-mails you consent to receiving products, promotions and other advertisements from Fill Your Nest.

**PRODUCT RETURNS.**

If you are not completely satisfied with your Website purchase, you may return the unused, undamaged products with your receipt within 15 days from the date of purchase to:

Fill Your Nest Home and Seasonal Décor
ATTN: RETURNS DEPARTMENT
7709 Davis Blvd.

North Richland Hills, TX 76182

All returned merchandise must be accompanied by a completed Return/Exchange Form. Customer will be responsible for all freight and shipping charges on items returned that are not the result of Seller’s error. Fill Your Nest is not responsible for lost shipments on items being returned. Fill Your Nest will cover the freight costs for shipping exchanged items to the Customer. Returns will not be accepted on merchandise that has been altered, laundered, or modified in any way. Customers must inspect all packages upon receipt. All damaged or incorrect items will need to be sent back to Fill Your Nest upon receipt for a credit and must be postmarked within 15 days of the purchase. Fill Your Nest will send a prepaid shipping label to Customer for the damaged or incorrect item to be sent back to Fill Your Nest.

**CUSTOMER ACCEPTANCE OF LATE OR DEFECTIVE MERCHANDISE.**

Customer’s failure to provide written notice of a claim, as set forth in these Terms and Conditions of Sale, shall constitute a waiver of any claim Customer may have for damages resulting from such defects, including late delivery.

**PRODUCT INFORMATION.**

The prices displayed on the Website are quoted in U.S. dollars and are valid and effective only in the U.S.

**PRODUCT COLORS.**

Fill Your Nest has made every effort to display as accurately as possible the colors of the Products that appear on the Website. However, as the actual colors you see will depend on your monitor, Fill Your Nest cannot guarantee that your monitor's display of any color will be accurate.

**SHIPPING.**

Customer is responsible for all shipping and freight charges, FOB seller’s warehouse. Orders are normally shipped by UPS. Seller will not be responsible for shipping delays caused by any carrier. Shipping Orders for in-stock items will be shipped by the next day. Shipping rates are calculated based on weight, destination, and shipping service. Your final shipping and handling amount will be displayed before you place your order.

Customer must notify Seller at time of purchase if a signature is required for residential deliveries. Seller is not liable for any lost or stolen goods that are delivered to a residence without requiring a signature.

If at the time of checkout, a mixture of in-stock and backordered items have been ordered, Fill Your Nest may ship twice on a single order. The first shipment will consist of in-stock items available at the time the order is placed. The second shipment will not occur until all backordered line items are in stock. Freight for the second shipment will be included and charged during the transaction made at the time of the first shipment.

**PASSWORD/ACCOUNT SETTINGS.**

When you sign up to become a registered customer, you will also be asked to choose a password for purposes of accessing the Website and purchasing Products. You are responsible for maintaining the confidentiality of the username and password that you designate during the registration process, and you are fully responsible for all activities that occur under your username and password. You shall prevent unauthorized use of the Website using your password. You agree to (a) immediately notify Fill Your Nest of any unauthorized use of your username or password or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Fill Your Nest will not be liable for any loss or damage arising from your failure to comply with this provision. You should use caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. All assignments of your password shall be void.

**INTELLECTUAL PROPERTY AND LICENSE/SITE ACCESS.**

Fill Your Nest owns and retains all proprietary rights on the Website. Except as otherwise expressly noted, all Products, images, illustrations, designs (including Product designs), graphics, icons, photographs, text, audio clips, video clips and other materials that appear as part of the Website as well as the selection, arrangement and organization of the foregoing and the Website as a whole (collectively, 'Content') are subject to copyright, trademark, service mark, trade dress, and/or other intellectual property rights or licenses and rights of publicity and privacy, all worldwide rights, titles and interests in and to which are owned by or licensed to Fill Your Nest or its suppliers. All software used on this Website is the property of Fill Your Nest or its suppliers and is protected by U.S. and international copyright and other intellectual property laws.

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**METATAGS, HIDDEN TEXT, LINKING OR FRAMING ONLINE.**

Fill Your Nest expressly prohibits any use of its trademarks, trade names or brand names in metatags, keywords and/or hidden text online. The use of Fill Your Nest trademarks, trade names or brand names in metatags, keywords or hidden text constitutes trademark infringement, and the use of any of the foregoing for purposes of gaining higher rankings in search engines constitutes unfair competition. Linking to the Website, or any page or portion thereof, without the prior written consent of Fill Your Nest is expressly prohibited. Likewise, framing, in-line linking or other methods of association of the Website or its content with any other site, advertisement, link or other information or materials not originating from this Website is expressly prohibited, unless specifically authorized or required in writing by LaRue Tactical.

The Fill Your Nest Website contains Content of Fill Your Nest. Fill Your Nest content is protected by copyright, trademark, patent, trade secret and other laws, and Fill Your Nest owns and retains all rights in the Fill Your Nest Content and the Fill Your Nest Website. Fill Your Nest hereby grants you a limited, revocable, non-sublicensable license to reproduce and display the Fill Your Nest Content (excluding any software code) solely for your personal use in connection with viewing the Fill Your Nest Website and using the Fill Your Nest Website.

The Fill Your Nest Website contains Content of Users and other Fill Your Nest licensors. Except as provided within this Agreement, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any Content appearing on or through the Fill Your Nest Website.

**FORCE MAJEURE.**

 Fill Your Nest shall not be liable for failing to perform its obligations hereunder because of circumstances reasonably beyond the control of Fill Your Nest. Such circumstances shall include (without limitation) any acts or omissions of any government or governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, labor disputes, power failure, delays in transportation or deliveries of supplies or materials, acts of God, computer failure, hardware failure, telecommunications failure, software failure, failure of users to cooperate with the reasonable requests of Fill Your Nest, breach of this Agreement by users, and any other events reasonably beyond the control of Fill Your Nest.

**CONSENT TO JURISDICTION, FORUM SELECTION AND CHOICE OF LAW.**

By using the Website you expressly agree that if there is any dispute arising out of the Website and/or the Products, or in the event of any judicial action arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement or any transaction covered hereby or otherwise arising in connection with the relationship between the parties, regardless of whether such action is brought under contract, tort, statute or otherwise, any such dispute shall be governed by the laws of the State of Texas, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of Texas, in Williamson County, for the resolution of any such dispute. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. You hereby waive any right you may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulate that the State and Federal courts located in the County of Williamson, State of Texas shall have in personam jurisdiction and venue over you for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

**ENTIRE AGREEMENT.**

This Agreement contains the entire agreement between you and Fill Your Nest regarding the use of the Website. The Privacy Policy Statement (as modified by Fill Your Nest from time to time) is incorporated herein by this reference and made a part of this Agreement.

**SEVERABILITY.**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

**CAPTIONS.**

The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

Please contact us with any questions regarding this Agreement.

I HAVE READ THIS AGREEMENT AND UNDERSTAND AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

**FILL YOUR NEST PRIVACY POLICY**

Fill Your Nest wants to make your online experience pleasant, convenient and safe. “Personal information” is information about an identifiable individual, which includes name, address, e-mail address, telephone number, and other information that is identifiable to you, as more particularly defined by privacy legislation. By using our Website, or by providing us with your personal information , in our promotions and in other ways when you interact with us, you signify your agreement and acceptance to the conditions stated in our Privacy Policy and our Terms of Use. This Privacy Policy does not apply to information provided to us in connection with employment opportunities.

**WHAT KIND OF INFORMATION DOES FILL YOUR NEST COLLECT?**

Fill Your Nest collects the personal information you provide us in connection with your purchase transaction, such as your name and telephone number. We also collect and maintain records and history about customers’ purchases and product preferences. When you pay by credit card, you provide us with your account information. If you return merchandise or request a refund or exchange, you provide us with your personal information. Also, when you register or create an online account with us, sign up for e-mail, contact customer service, participate in our surveys, enter our sweepstakes, contests or other promotions, or send us feedback or submissions, you are providing us with your personal information.

**HOW DOES FILL YOUR NEST USE MY INFORMATION?**
When we collect information from you, such information may be used for one or more of the following reasons:

\* process and complete your purchase transaction

\* identify your product and service preferences so that we can notify you of new or additional products, services and promotions that might be of interest to you

\* improve product offerings and customer service

\* notify you about new services, features, promotions and special offers that Fill Your Nest thinks you will find valuable

\* respond to your inquiries

\* administer your participation in promotions, contests in which you have chosen to participate

\* measure the advertising effectiveness of our online and other advertisements and offers

\* to customize the advertising and services you see

\* to conduct research

\* help us understand Website activity and improve your use of our Website

\* to collect aggregated site-visitation statistics

\* help us prevent fraud and minimize credit risk.

In order for us to maintain the accuracy of your personal information and improve our communication with you, we may also combine the information we collect with other public demographic information.

**IS MY INFORMATION SECURE WITH FILL YOUR NEST**
Protecting your personal information is important to us? We use Secure Sockets Layer (SSL) technology to protect your online order information as it is transmitted over the Internet. SSL is a proven coding system that lets your browser automatically encrypt, or scramble, data before you send it to us. To support this technology, users must have an SSL-capable browser. While we use such sophisticated security technology to secure users’ ordering information, user name, and password, we cannot guarantee that any electronic commerce is totally secure.

 You are responsible for maintaining the secrecy of your user name, password, and any account information. It is important for you to be responsible and protect your username, password, and computer against unauthorized users. It is important to sign off when you have completed using a computer accessible by others. Please see the Website Terms of Use for further details.

**CHANGES TO OUR POLICY**

If you have any questions about our privacy policy, you can always contact Fill Your Nest in any of these three (3) ways:

1. Send us an email message at homedecor@fillyournest.net

2. Call us at 817.519.3833
3. Write to us at:

7709 Davis Blvd.

North Richland Hills, TX 76182