

Party Pop Electric, LLC  
Terms and Conditions of Sale

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THEY CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, INCLUDING LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU.

These Terms and Conditions apply to the purchase and sale of products and services through Party Pop Electric, LLC via [partypopelectric.com](http://partypopelectric.com) (referred to as the “site”). By placing an order for such products and services, you agree to be bound by and accept these Terms and Conditions. If you do not agree to these Terms and Conditions, you should not obtain products or services from this site. These Terms and Conditions are subject to change by Party Pop Electric, LLC (referred to as “us” or “we”) without prior written notice at any time, in our sole discretion. You should review these Terms and Conditions prior to purchasing any product or services that are available through this site. You should also carefully review our Privacy Policy before placing an order for goods or services through this site.

1. Order Acceptance and Cancellation

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right at any time after receipt of your order to accept, decline, or limit your order for any reason, whether or not your credit card has been charged. If your credit card has been charged and your order is canceled by us, you will receive a prompt refund credit to your account. We reserve the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item.

Once an order has been placed, it cannot be cancelled unless the shipment is unavoidably delayed. In this case, we will do our best to cancel the order if requested.

We are a reseller to end user customers and do not accept orders from dealers, exporters, wholesalers, or other customers who intend to resell the products and services which are offered on our site.

We make every effort to maintain the availability of our site. However, should we experience technical difficulties, we are not responsible for orders that are not processed or accepted.

2. Payment Terms and Sales Taxes

Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us prior to our acceptance of an order.

We accept credit cards for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) charges incurred by you will be honored by your credit card company, and (iii) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

All payments must be in United States Dollars. Current billing address and phone information must be included with every order. You agree to pay interest on all past-due sums at the highest rate allowed by law. We retain a security interest in the products and all proceeds thereof until the full purchase price therefore (including taxes and additional charges) has been paid.

Charges for shipping and handling will be made in accordance with our then-current shipping policies, as described below.

### 3. Changes in Products and Pricing

We are constantly updating and revising our offerings of products and services, and we may discontinue products and services at any time without notice. To the extent that we provide information on availability of products or services, you should not rely on such information, and we will not be liable for any lack of availability of products or services that you may order through our site.

All pricing for the products and services available on our site is subject to change. For all of our prices and products, we reserve the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements, and other extenuating circumstances.

### 4. Shipping Policy

We offer a variety of shipping options to meet your shipping needs. Please check the individual product page for specific delivery options. All deliveries are insured and guaranteed against loss, theft, and damage. All shipping prices are quoted in United States Dollars. No C.O.D. orders will be accepted.

Please note the posted shipping time frame is listed on the individual product page and may vary from item to item. The posted shipping time frame is contingent upon credit card approval and may be delayed should we experience difficulties in obtaining authorization.

There may be occasional delays beyond the posted order processing time. If your product is on backorder for more than 30 days, we will send you an e-mail message asking if you want to cancel the order. If you do not advise us that you would like to cancel the order, we will keep the order active until the order is fulfilled when the product is available.

These shipping terms are accepted by you by placing an order with us.

## 5. Advertising Disclaimer and Trademarks

We attempt to make the descriptions and depictions of our products as accurate as possible. There are times, however, when the descriptions and/or depictions of our products posted for sale on our site may vary from the actual product. We are not responsible for the accuracy of such descriptions, nor are we responsible for typographical, pricing, product information, advertising, or shipping errors.

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information, we shall have the right to refuse or cancel any orders placed for products or services listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, we will immediately issue a credit to your credit card account in the amount of the charge.

All trademarks and registered trademarks relating to products available through our site are the sole property of their respective owners. Photographs are courtesy of the respective manufacturers and remain the manufacturers' sole property, and the purchase of a product gives you any right to use photographs of any product for any reason.

## 6. Disclaimer and Limitation of Liability

Our responsibility for defects relating to the products available on our site is limited to the procedures described in our return policy set forth below. ALL PRODUCTS AND SERVICES AVAILABLE ON THIS SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANT OF NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT THE PRODUCTS AND SERVICES AVAILABLE ON THIS SITE WILL MEET YOUR REQUIREMENTS; THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR SERVICES WILL BE EFFECTIVE, ACCURATE OR RELIABLE; OR THE QUALITY OF ANY PRODUCTS OR SERVICES WILL MEET YOUR EXPECTATIONS. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOUR PURCHASE OF PRODUCTS AND SERVICES.

WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN. IN NO EVENT SHALL PARTY POP ELECTRIC, LLC, OR ITS AFFILIATED COMPANIES, AGENTS, MEMBERS, OR EMPLOYEES (COLLECTIVELY, OUR "AFFILIATES") HAVE ANY OBLIGATIONS OR

LIABILITIES TO YOU OR ANY OTHER PERSON FOR LOSS OF PROFITS, FOR LOSS OF BUSINESS OR USE, OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF WE OR OUR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OR IN CONNECTION WITH THE SALE, DELIVERY, USE, REPAIR OR PERFORMANCE OF THE PRODUCTS AVAILABLE THROUGH THIS SITE. NO EMPLOYEE OR REPRESENTATIVE OF PARTY POP ELECTRIC, LLC IS AUTHORIZED TO MODIFY THIS LIMITATION.

YOU AGREE TO LIQUIDATED DAMAGES. OUR SOLE AND ENTIRE MAXIMUM LIABILITY (AND THE LIABILITY OF ANY OF THE PROVIDERS OF PRODUCTS AVAILABLE ON OUR SITE), FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS YOU HAVE PURCHASED THROUGH OUR SITE.

#### 7. Warranty and Return Policy

Most of the products available through our site are covered under the manufacturer's warranty, which is detailed in the product's description. If applicable, manufacturer's warranties apply from the date of shipment. You understand that we do not operate or control the products offered by the manufacturers participating on our site, and you agree that under no circumstances will we be liable for any damages arising out of the failure of any manufacturer to fulfill its obligations to you under any warranty, repair, customer support, or similar policies covering products that you may purchase through our site.

You understand that all sales of products purchased through our site are final, and NO returns of any type will be accepted.

If your order arrives in a damaged condition, save the merchandise AND the original packaging it arrived in, and notify us immediately to arrange for a carrier inspection and a pickup of the damaged merchandise.

Defective returns can be returned directly to us within 10 days from the delivery date for, at our discretion, credit, replacement, exchange, or repair. Manufacturer restrictions do apply. Any item that is missing the UPC can ONLY be replaced with the same item.

Questions regarding our warranty and return policies should be addressed via e-mail to [alexis@partypopelectric.com](mailto:alexis@partypopelectric.com). These policies set forth your sole and exclusive rights with respect to return of products that you may purchase through our site.

#### 8. Privacy and Customer Information

We are committed to protecting your privacy. To understand what information we collect and how we use that information, see our Privacy Policy.

## 9. Service and Support

All requests for service and support with respect to the products available through our site should be made directly to the manufacturer in accordance with their terms and conditions. Should you have any other questions or concerns, you should contact us by e-mail at [alexis@partypopelectric.com](mailto:alexis@partypopelectric.com). We will do our best to help you; however, we do not offer any service or support and cannot guarantee that every problem will be resolved to your satisfaction.

## 10. Force Majeure

In addition to any excuse provided by applicable law, we shall be excused from liability for nondelivery or delay in delivery of products and service available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, pandemic, supply chain interruption, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

## 12. Entire Agreement

These Terms and Conditions constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms and Conditions may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products that are subject to additional or altered Terms and Conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with site is in conflict or inconsistent with these Terms and Conditions, these Terms and Conditions shall take precedence.

## 13. Governing Law and Statute of Limitations

[Partypopelectric.com](http://Partypopelectric.com) is controlled by us from our offices within the State of Illinois, United States of America. Access to [partypopelectric.com](http://partypopelectric.com) is not geo-restricted and may be accessed from around the world. As each of these places have laws that may differ from those of Illinois, by accessing this site both of us agree that the statutes and laws of the State of Illinois, without regard to the conflicts of laws principles thereof, will apply to all matters relating to the use of this site and the purchase of products available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of the Circuit Court of Madison County, Third Judicial Circuit, State of Illinois with respect to such matters.

REGARDLESS OF ANY STATUTE OF LIMITATION OTHERWISE PROVIDED BY LAW, ANY CAUSE OF ACTION BROUGHT BY YOU AGAINST US OR OUR AFFILIATES MUST BE INSTITUTED WITH ONE (1) YEAR FROM THE INVOICE DATE FOR ANY PURCHASE OR BE DEEMED FOREVER WAIVED AND BARRED.

We make no representation that the products available through our site are appropriate or available for use in locations outside of the United States, and accessing them from territories where such products and services are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws.

**Party Pop Electric, LLC**  
**Privacy policy**

**Introduction**

Party Pop Electric needs to collect certain information about you. This Privacy Policy details what information is collected and what Party Pop Electric does with that information.

This Privacy Policy applies to information gathered through [partypopelectric.com](http://partypopelectric.com) (the “Service” or “Services”). By using Party Pop Electric’s Services, you agree to this Privacy Policy. Party Pop Electric may amend this Privacy Policy without notice. By continuing to use Party Pop Electric’s Services or Content, you agree to any amendment hereto. It does not apply to any information obtained from third-parties, who may have their own privacy policies.

Please review this Privacy Policy carefully, as these terms are a legally binding agreement between you and Party Pop Electric.

**AGREEMENT**

**1. The Information Party Pop Electric Collects About You**

This Privacy Policy covers Party Pop Electric’s use of any information that can or could be used to identify you (“Personal Data”). Party Pop Electric may collect and use the following Personal Data to provide the Services to you:

- Party Pop Electric collects and uses the information provided by you to provide Services. This information is used to authenticate you when you access your account and use the Services in order to make sure you are eligible and able to receive the Services and so that you receive the correct Services. This information may include your name, mailing address, phone number, residency, gender, date of birth (as needed to verify eligibility), email address, and social media handle. Party Pop Electric may collect this information through various forms and in various places on the Service, including at account creation and registration, subscription sign-up forms, “contact us” forms, or when you otherwise interact with the Service, regardless of format. Party Pop Electric may use this information to provide Services and customer support to you.

- As a general policy, no personally identifiable information, such as your name, address, or email address is automatically collected from your visit to [partypopelectric.com](http://partypopelectric.com). Party Pop Electric may automatically and passively collect and use certain information from your device whenever you visit, use, or interact with Party Pop Electric, including: the Internet Protocol address (IP address) of the machine which accessed the Services, general location information, the date and time of your visit, the path taken through the Services, content preferences, the browser and operating system being used, a list of files downloaded or viewed, the amount of time spent accessing files, any errors encountered, crash reports which may be automatically generated when or if our Services crash and includes information about the system and the crash, and other similar data.
- Information provided to Party Pop Electric when you make a purchase, subscribe to Services, or communicate with Party Pop Electric. Providing this information is completely voluntary on your part; however, it may be required to use or access some of the Services and Subscriptions. For example, if you choose to contact Party Pop Electric via email, Party Pop Electric may retain your email and email address along with any other associated information. Doing so is completely voluntary on your part, and you have the choice about whether and what information to disclose via your email.
- Party Pop Electric may use third-party vendors to process online payments and provide platforms to provide you with the Services and Content. If Party Pop Electric utilizes such vendors, the third-party payment vendor will collect payment and other personal information (such as your payment card information, email address, phone number, and billing information) to complete your purchases, but only with your permission. The vendor may also use cookies to track your activity and for other purposes. The third-party vendor that provides the platform for the Content and Services, as applicable, may collect, use, disclose, store, process, and transfer personally-identifiable information when you interact with its services through the Services. This vendor may also use cookies to track your activity and other purposes. Party Pop Electric is not responsible for, and assumes no liability for, the privacy and information collection and use practices of these or any other third-party vendors. Please review the third-parties privacy and other applicable policies carefully. If you do not agree to the collection and use of this information by our third-party vendors, please do not use the online payment, message, or comment features, and do not access the Content.
- Party Pop Electric may, from time to time, supplement the information we collect directly from you on our Service with outside records from third-parties for various purposes, including to enhance the ability to serve you, to tailor the content to you, and to offer you opportunities that may be of interest to you.
- Party Pop Electric's Services may use third-party platforms to access the Services and/or may provide third-party interfaces or links on the Service to facilitate your sending a communication from the Service. When you use



these third-party platforms, the third-party platforms may or may not provide us with information about you. We are not responsible for the terms, policies, disclosures, or actions of any third-party platforms.

- Users should be aware that when they voluntarily disclose personal information (*e.g.*, username, email address, phone number) on bulletin boards, social media, comments sections, in feedback to Party Pop Electric, or in the chat areas, if any, that information can be collected and used by others and may result in unsolicited messages from other people. You are responsible for the personal information you choose to submit in these instances. You acknowledge and agree that you have no expectation of privacy concerning the transmission of any user-generated content or communications, including, without limitation, email, chat, text, or voice communications. Because voice, chat, text, and other communications and user-generated content may be viewed and/or heard by other users, users should avoid revealing any personally identifiable information in those communications.
- Party Pop Electric may collect certain personal information from you during the course of its normal business operations if you do business with Party Pop Electric. For example, Party Pop Electric may collect certain personal information about you (such as, without limitation, name, email address, date of birth, address, and phone number) either directly from you, your representative, or from third-parties authorized by you.

## 2. How Party Pop Electric Uses Your Information

**Party Pop Electric** may use your information:

- To provide you with Services;
- To improve its Services and to customize your experience with the Services;
- To maintain your account;
- For internal business purposes;
- To provide technical and customer support;
- To offer new or additional features;
- To send you materials by email, via notifications, or other communications;
- To carry out anti-fraud or other measures prohibited by Party Pop Electric;
- and as otherwise set forth in this Privacy Policy.

**Third Parties.** Party Pop Electric may engage vendors, agents, service providers, and affiliated entities (“Vendors”) to provide services. Party Pop Electric’s Vendors may obtain access, receive, maintain, or otherwise process data on behalf of Party Pop Electric. Party Pop Electric does not permit its vendors to use your data for their own marketing and other purposes.

**Legal Matters.** Party Pop Electric may, without your consent, access and disclose your information, any communications sent or received by you, and any other information that it may have about you as may be permitted or required by law or to

prevent or investigate suspected fraud or activity that appears to us to be illegal or may expose us to legal liability. Additionally, Party Pop Electric may disclose your information and/or communications in situations that we believe to be: (i) emergencies involving potential threats to the physical safety of any person or property if we believe that your information in any way relates to that threat; or (ii) your conduct that we believe is inappropriate and inconsistent with generally accepted norms of behavior.

### **3. Sharing Your Information**

Party Pop Electric will not share any Personal Data that it has collected from or regarding you except as described below:

**External Service Providers.** Party Pop Electric may engage external Service Providers to work with it to administer and provide the Services. These external Service Providers may process your Personal Data on behalf of Party Pop Electric. Any external Service Provider only has access to your Personal Data to perform services on behalf of Party Pop Electric in compliance with this Privacy Policy. An external Service Provider may help Party Pop Electric to:

- run, operate, and maintain its Services through third-party platform and software tools;
- perform content moderation and crash analytics;
- run email and mobile messaging campaigns;
- perform Service and marketing analytics;
- provide payment attribution and process payments for purchases; and
- provide technical and customer support.

An external Service Provider may also collect information directly from you (for example, a payment processor may request your billing and financial information) as a third-party service in accordance with their own privacy policy. Such external Service Provider does not share your financial information, like credit card number, with us, but it may share limited information with us necessary to complete a transaction.

**Information Shared with Other Users.** When you use the Services, information about you may be shared or visible to other users in certain instances and therefore become publicly available, including without limitation: your username, submitted content and questions, basic location, and public messages.

**Information Shared with Party Pop Electric's Partners.** Party Pop Electric may also share information about you with its business and promotional partners to further those interests. Party Pop Electric does not sell or lease your personally identifiable information to any third-parties.

**Information Disclosed for the Protection of Party Pop Electric and the Protection of Others.** Party Pop Electric cooperates with government and law enforcement officials or private parties to enforce and comply with the law. Party Pop

Electric only shares information about you to government or law enforcement officials or private parties when it reasonably believes necessary or appropriate: (a) to respond to claims, legal process (including subpoenas and warrants); (b) to protect its property, rights, and safety and the property, rights, and safety of a third-party or the public in general; and (c) to investigate and stop any activity that it considers illegal, unethical, or legally actionable.

**Information Disclosed in Connection with Business Transactions.** Information that Party Pop Electric collects from its users, including Personal Data, is a business asset. If Party Pop Electric is acquired by a third-party as a result of a transaction such as a merger, acquisition, or asset sale, or if assets related to a business unit are acquired by a third-party as a result of a transaction, or if its assets are acquired by a third-party in the event Party Pop Electric goes out of business or enters bankruptcy, some or all of its assets, including your Personal Data, will be disclosed or transferred to a third-party acquirer in connection with the transaction.

#### 4. Cookies

Party Pop Electric uses cookies and local storage to monitor aggregate usage and web traffic of its Services, customize and improve its Services, help you navigate its Services, and deliver content specific to your interests. Party Pop Electric may also use “web beacons” (also known as web bugs, pixel tags, or clear GIFS) which are small graphics with a unique identifier that may be included on its Services for example to deliver or communicate with cookies, to track and measure the performance of its Services, to monitor how many visitors view its Services, and to monitor the effectiveness of its advertising. Unlike cookies, which are stored on a user’s hard drive or device, web beacons are typically embedded invisibly on web pages (or in an email).

**Types of Cookies.** Party Pop Electric uses the following types of cookies:

- **Strictly Necessary Cookies:** These are cookies that are essential to enable you to use the Services, for example moving around our websites and using their features (*e.g.* cookies that enable you to log into the Services).
- **Performance Cookies:** These are cookies that collect information about how and when you and other visitors interact with Party Pop Electric’s Services (*e.g.* pages viewed most often), and the information collected by these cookies is used to improve how Party Pop Electric’s Services work.
- **Functionality Cookies:** These are cookies that allow Party Pop Electric’s Services to remember choices you have made (such as your login information) and provide you with content and features, which are customized to you. For example, they are providing you with relevant content by using a cookie to remember your region.
- **Advertising Cookies:** These are cookies that are used to deliver advertisements to you, which are more relevant to you and your interests. Party Pop Electric may also share this type of information with third-parties for these purposes.

- The types of cookies described above may be “session cookies” or “persistent cookies”. Session cookies are only stored on your device while you are using the Services, and are deleted when you log off from the Services or close your browser. Persistent cookies remain on your device for a period of time after you log off from the Services or close your browser.

**Third-Party Cookies.** Some cookies may be placed by third-parties when you use the Services. These cookies may provide information to those third-parties about your browsing habits or may be used for security. Some also help to serve you with advertisements which are more relevant to you. Similarly, if you visit or use third-party websites or services linked from our Services, those third-parties may place cookies or similar technologies on your device. For more information about what cookies or similar technologies those third-parties use, please review the third-party services’ cookie policies.

**Cookies Settings.** You may decline cookies that are not Strictly Necessary by declining same per requirements set by your web browser. Additionally, although most browsers automatically accept cookies, you can change your browser options to stop automatically accepting cookies or to prompt you before accepting cookies. However, if you don’t accept cookies, you may not be able to access all portions or features of the Services.

## **5. Keeping Your Personal Data Safe**

Party Pop Electric has implemented security and encryption measures on its devices that store your Personal Data. Party Pop Electric also protects websites and storage locations for your Personal Data with passwords and multifactor authentication, if available. Party Pop Electric limits access to your Personal Data to Vendors only if he or she has a business need. A Vendor will only process your Personal Data on Party Pop Electric’s instructions, and they are subject to a duty of confidentiality. Party Pop Electric will comply with reporting laws in the event of a breach and exfiltration of your Personal Data.

## **6. Duration Your Personal Data Is Kept**

Party Pop Electric keeps your Personal Data for as long as it needs to provide the Services to you and fulfill the purposes set out in this Privacy Policy. This policy is also the case for anyone that Party Pop Electric shares your information with and carries out services on its behalf.

When Party Pop Electric no longer needs to use your Personal Data, it will either remove your Personal Information from its systems or anonymize it so that it can no longer be associated with you. When removing Personal Data, Party Pop Electric will

take commercially reasonable and technically feasible measures to make your Personal Data irrecoverable or irreproducible.

## **7. Your Rights and Choices**

Party Pop Electric is not an attorney and is not providing you legal advice. If you have questions about the use of your Personal Information, Party Pop Electric recommends you consult your attorney. If for any reason you are concerned that any information you provided to Party Pop Electric is not correct and you wish to change or delete it, you have the ability to review and update your personal information to the extent Party Pop Electric has it. Please contact Party Pop Electric as set forth below or otherwise view and update your information in your Account profile. You may also contact Party Pop Electric to request access to, transfer of, or erasure of your personal information to the extent Party Pop Electric has any. Specify the nature of your request and the information that is subject to your request.

Party Pop Electric reserves the right not to allow access to your information or to limit your rights (*e.g.* if such disclosure is prohibited by law or if the rights of another individual might be violated). In some instances, this may mean that Party Pop Electric must retain your personal information even if you withdraw your consent or request transfer or erasure. Please note that any changes or access you request may not be effective immediately. Please also note that despite any request for the removal of or change to personal information, Party Pop Electric may need to retain certain information for recordkeeping purposes. There may also be residual information that will remain within Party Pop Electric's databases and other records, which will not be removed or changed.

## **8. Legal Grounds**

Party Pop Electric relies on the following legal grounds to use your data:

- Where it is needed to provide you with Services.
- Where Party Pop Electric has a legitimate interest to do so, such as: managing its products and services and providing Services to you.
- To comply with legal obligations.
- With your consent.
- For a public interest.

## **9. Your Rights Under Data Protection Laws.**

You have rights under various data protection laws depending on where you reside. If you have any questions or concerns regarding your specific data protection laws, please contact Party Pop Electric via the contact information below, and a representative will contact you.

Please note that the Services are directed towards users who reside in the United States. By using the Services, you consent to the collection, storage, processing, and transfer of your information in and to the United States, or other countries and territories, pursuant to the laws of the United States. Some of these countries may not offer the same level of privacy protection as your own. Therefore, you should not provide personally-identifying information through the Services. If you provide such information, you acknowledge that it is necessary to internationally transfer and process your data in the United States. You also agree that you are responsible for compliance with applicable laws, including local laws regarding online conduct and content and U.S. export laws and regulations.

## **10. Children**

Unless stated otherwise for a particular Service, children are not allowed to use Party Pop Electric's Services, and Party Pop Electric does not knowingly collect Personal Data from them. Party Pop Electric defines "children" as anyone under 18 years old. If a parent has any further questions or concerns about his or her child's use of the Services, the parent should contact Party Pop Electric via the contact information below.

## **11. Changes to this Privacy Policy**

Any Personal Data that Party Pop Electric collects is covered by the Privacy Policy in effect at the time such information is collected. Party Pop Electric may make changes to this Privacy Policy from time-to-time.

## **12. Third-Parties**

In using Party Pop Electric's Services, you may access links to websites and services that are owned or operated by third-parties (each, a "Third-Party Service"). Any information that you provide on or to a Third-Party Service or that is collected by a Third-Party Service is provided directly to the owner or operator of the Third-Party Service and is subject to the owner's or operator's privacy policy. Party Pop Electric is not responsible for the content, privacy, or security practices and policies of any Third-Party Service. To protect your information, Party Pop Electric recommends that you carefully review the privacy policies of all Third-Party Services that you access.

## **13. Contact Information**

Via email: [alexis@partypopelectric.com](mailto:alexis@partypopelectric.com). Via U.S. Mail: Party Pop Electric, 15231 County Farm Road  
Carlyle, IL 62231.

Last Updated: May 18, 2021

## **CONTRACT AGREEMENT**

Pop Party Electric does not guarantee a specific balloon life for any of our designs.

### Events

I understand that by submitting a deposit, I am committing to the selected event date during the chosen period of time. I also understand that due to high demand and limited availability of Party Pop Electric services, that Party Pop Electric does not offer full or partial refunds once a deposit is made. I am signing this contract having read and understanding Party Pop Electric's Terms and Conditions and Privacy Policy.

### Basis of Sale

We do our very best to accurately set expectations for each Party Pop Electric Client/Event. Prior to the event, it is each participant's responsibility to carefully review the Event order and descriptions, which outline every event detail.

### Payment

Deposit and payment are accepted via cash, debit or credit card via Square or Venmo. Your event date is not secured until Party Pop Electric has received the required deposit to reserve the requested date for your event.

Any remaining balance for an event account is to be paid in full no less than 14 days prior to the event date. This is required to cover expenses of any items and supplies that may need to be ordered for your upcoming event.

### Credit & Refund Policy

We understand that plans change and encourage our event clients to carefully consider their date when beginning the planning process, in order to avoid any scheduling conflicts after committing to a particular date. Party Pop Electric is not able to offer deposit refunds.

### Cancellation Policy.

If Party Pop Electric must cancel an event for any reason, Party Pop Electric will refund the full amount of the paid invoice. This is unlikely and would only happen in the event of a catastrophe of some sort.

Party Pop Electric reserves the right to decline working with prospective clients, for any reason. Some times things just don't feel right.

### Limitation of Liability

Party Pop Electric assumes no responsibility or liability in connection with services of any accommodations, proprietor or service, dining establishment, or travel service, or event vendors. While we make recommendations to our clients, each participant is solely responsible for their own experiences therein.

Clients and customers agree and understand that there are inherent risks involved with any event, including but not limited to: weather related illness or injury, injuries from falling or tripping, injuries from use of balloon install, tools and supplies, injury due to wild animals and insects, allergies, and other risks. Clients and customers agree that under no circumstances will Party Pop Electric be liable to any participant for any direct or indirect damages including, but not limited, to lost profits, additional expenses, or personal injury or property damage. Participants will agree to the terms of Party Pop Electric & waive liability before completing any reservation and/or purchase wherein.