

Terms of Use

Calipsophotography doing business as PVR Visual Artist and Calipso Business Development (collectively, henceforth, “Calipso”) offers this website to allow you to shop for artistic decor and fine art photography online, contact us for commercial photography and other marketing services. By using this website, you agree to these terms and conditions. This website is intended only for the use of persons age eighteen (18) or older. We reserve the right to modify or update these terms and conditions at any time. Please be sure you have read and agree to our current terms and conditions.

Privacy. Calipso cares about your privacy. Please read our Privacy Policy, which outlines how our site will collect information about you and the electronic devices and software you use to access this website, how such information may be shared and certain rights you have with respect to your personal information. We reserve the right to modify or update our Privacy Policy at any time. Each time you use this website, you agree to all terms of the version of our Privacy Policy in effect at the time of use.

Trademarks. Calipso is the owner of imagery, trademarks, logos, devices and trade dress related to the proprietary look-and-feel of our brand and our unique configuration of artistic decor, fine art, commercial photography and marketing services. We own several trademarks and service marks that we intend to register with the United States Patent and Trademark Office. These include “PVR Visual Artist”, “Calipso”, “Latin Coffee Warehouse”, “coffee | yerba mate | dulces” and “everything related to coffee and yerba mate” among others. You may refer to Calipso’s trademarks in a manner that is not misleading and clearly acknowledges Calipso’s ownership of our marks. By using this website, you acknowledge our ownership of our marks and agree not to challenge our rights. You may not use any of Calipso’s marks or trade dress in any manner that would lead to confusion as to the source of any product or service, in any manner that would falsely suggest that Calipso is affiliated with, endorses or sponsors any product or service or in any manner that would disparage our marks and brand. Our website includes references to marks and branding that belong to third parties. These marks are the property of their respective owners and may or may not be affiliated or connected with Calipso in some way. Calipso does not authorize you to use any third party’s marks or branding.

Copyright. We own and reserve all rights, access, title and interest in and to our website. This includes the copyright in the software, script and code that allow you to access the website in a web browser and the copyright in all content including text, graphics and imagery. We hereby grant you a limited and fully revocable license to access our website for personal use. Personal use means that you may not copy, distribute, perform or display publicly, prepare derivative works based from, or use our website except as expressly provided in these terms and conditions unless you receive our prior written permission. You may not use our website to collect data, conduct market research, discover related accounts or collect other information. You may not reverse engineer any part of our website. We reserve the right to terminate your license to use this website if you do not comply with these terms and conditions.

Accuracy of Information. Calipso strives to be as accurate as possible; however, we do not warrant nor guarantee that all product names, descriptions, photographs, stock keeping units (SKUs) pricing, product variations or other information on this website is up-to-date, accurate, complete, or error-free. All shipping information, weights and size dimensions are approximate. All descriptions, variations, specifications, products and prices of products and services featured or listed on this website are subject to change at any time without notice. Calipso makes all reasonable efforts to accurately present our products, including their appearances and descriptions; however, the quality of the actual images you see vary based on the settings of your computer or other internet capable device and we cannot guarantee that your computer or other internet capable device will accurately display color or other visual attributes. The inclusion of any products, services or offers on this website at a particular time does not imply or guarantee in any way that these products, services or offers will be available at any other time.

We may make changes in information about price and availability without notice. The price displayed on the website may differ from the price for the same item sold via phone, as in-store merchandise, individually agreed commercial arrangements or in temporarily-licensed venues such as conferences and special events. While we confirm orders by email as a courtesy, the receipt of an email order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service. If a product purchased from Calipso is damaged, your sole remedy is to return it in unused condition. In the event of a web site error, a mistaken order confirmation, a processing error, a delivering error or similar error, Calipso reserves the right to correct such error and revise your order accordingly or to cancel the order. Your sole remedy in the event of an error is to cancel your order. 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 received from our suppliers, Calipso shall have the right to refuse

or cancel any orders placed for product listed at the incorrect price. Calipso shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. In the event that any aforementioned error or order cancellation involves a transaction already charged to your credit card and you have made all required representations and taken all required remedies then Calipso shall immediately issue a credit on our system for the amount of the charge in the form of a code that may be used for future purchases on the website.

Note that a credit to the system allows you to allow the credit to a purchase of another item from the Calipso website. However, under no circumstances will a cash refund to the original method of payment be made.

User Accounts. From time to time, users of this website age eighteen (18) and older may be invited to register for an account to purchase products as a Guest, Preferred Shopper or Wholesaler. If you are under the age of eighteen (18), you may not register for access to an account and you may only purchase our products through and with the consent of a parent or guardian. When you register for an account, you hereby represent that:

You meet the age requirements posted on the website;

The information you provide is accurate, current and complete, and you agree to maintain and promptly update your information so that it remains accurate, current and complete;

You will be responsible for all activities and transactions that take place and all materials posted by you or anyone using your account;

You will be solely responsible for maintaining the secrecy and security of your account and password and for restricting access to your computer or other internet capable device.

We reserve the right to terminate any user account or cancel product orders without refund or credit at our discretion.

Users aged eighteen (18) and older may also sign up to receive email and other electronic communications from us. When you request placement on our email list, you hereby confirm that you are over the age of eighteen (18) and that you wish to receive communications that may include promotional content from us. If you are receiving promotional emails and texts messages from us and would like to be taken off our list,

simply click the link at the bottom of any email to unsubscribe or follow the STOP instructions in the text messages from us.

Reviews and Other Submissions. In some instances we provide samples of our products or other incentives to third party platforms and individuals who may then post reviews that appear on this website or on other locations on the Internet. We request that third parties that post reviews of our products to accompany their posts with disclosure of any free product sample arrangements with Calipso or of any incentives we may have provided prior to such posts being made.

When you submit material to, related to us or of interest to us (including comments, photographs, code, business concepts and other content) such as through our website, by email, through social media or other forum to which we have access you (a) acknowledge that you have read and agree to these terms and conditions; (b) grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free and fully-paid, transferable (including the unlimited right to sub-license to third parties) right to use, copy, publicly perform, display, distribute and create derivative works from any content or material you submit; (c) represent that you own all right, title and interest in and to that material; and (d) agree that we may publish all such material, including but not limited to personally identifiable information of you or others.

You may not submit content to the Calipso website or any other linked platforms (such as our social media and Internet directory profiles) or use our website and linked platforms in any manner that:

Is offensive or violent

Related in any way to belief systems or world-views promoting supremacy based on ethnicity, national origin, race, gender, sexual orientation or religion

Promotes racism, bigotry, hatred, harassment or physical harm of any kind against any group or individual;

Is libelous or slanderous;

Can be interpreted as political advocacy or religious proselytization;

Is intended to cause commercial harm to Calipso or any of our related organizations or to benefit a third party at our expense;

Exploits people in a sexual or violent manner, is pornographic or contains nudity, violence or offensive subject matter or contains a link to a website containing such material;

Involves any automated use of the website's infrastructure such as, but not limited to, using scripts to add friends, create accounts or send comments or messages;

Collects others' names, personal information or contact information by electronic or other means for the purpose of sending unsolicited communications;

Constructs any links from any page on our website to any other site on the internet, or projects any segment or information from our website into a frame or database on or off of the Internet;

Uses any automated or computerized process we have not previously authorized to access, obtain or download data or content;

Circumvents or modifies, attempts to or assists another in circumventing or modifying any security technology or software that is part of our website;

Interferes with any standard technical measures used by copyright owners to identify and protect copyrighted works;

Transmits or disseminates any agent that contains viruses, bots, worms, malicious instructions or any other code, files or programs that interrupt, destroy or limit the functionality or operation of any software or hardware or telecommunication systems of third parties, interrupts the normal execution of communications, interferes with or interrupts the services provided on this website or otherwise permits the unauthorized use of or access to a computer or other internet capable device or a computer network;
or

Uses the website and its services in a manner inconsistent with any and all applicable laws and regulations.

We have the right, but no obligation, to remove any submitted content for any reason. We may, at our sole discretion, remove any content that violates these terms and or is deemed to be objectionable or inappropriate for any reason.

Third Party Links. This website contains links to Internet locations that are not owned, operated or controlled by Calipso or its respective affiliates. All such links are provided

solely as a convenience to you. If you use these links, you will leave this website. Neither Calipso nor any of our related organizations are responsible for any content, materials or other information or functionality located on or accessible from any other website(s). Neither we nor any of our related organizations endorse, guarantee or make any representations or warranties regarding any other websites or any content, materials or other information located or accessible from any other websites or the results that you may obtain from using any other websites. If you decide to access any other websites linked to or from this website, you do so entirely at your own risk.

Claims Policy. We do not permit anyone to post content on our website that infringes the copyrights or access rights of others. We consistently make active efforts to ensure that our site is legally compliant and our staff makes reasonable and appropriate accommodations to ensure compliance with regards to copyright and accessibility. If you believe any content on our website infringes your rights or if you are acting with consent on behalf of someone who does, please send us notice through our Infringement Claims Procedure (see below).

DISPUTE RESOLUTION & ARBITRATION AGREEMENT (“Arbitration Agreement”)

Scope of the Arbitration Agreement. Mindful of the high cost of legal disputes, not only in dollars but in time and energy, both you and Calipso agree that any legal dispute between you and Calipso concerning or arising in any way out of a purchase from Calipso’s website, your enrollment and participation any rewards or other program, any communications between you and Calipso or your participation in any other program or service provided by Calipso shall be resolved through binding individual arbitration unless you opt out of this Arbitration Agreement using the process explained below. You understand and agree that you are waiving your right to sue or go to court to assert or defend your rights. However, either you or Calipso may bring any individual claim in small claims court consistent with the jurisdictional and monetary limits that may apply, as long as it is brought and maintained as an individual claim. The term “dispute” means any dispute, action, claim or other controversy between you and Calipso, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. “Dispute” will be given the broadest possible meaning allowable under law.

Informal Dispute Resolution. Either party asserting a dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to Calipso at 784 NE 8th Street, #308 Miami, FL 33138 or (2) to you

at the postal address on file with Calipso. Both you and Calipso agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

Right to Opt Out of this Arbitration Agreement. You may opt out of this Arbitration Agreement within the first 30 days after the earliest of the first time you (a) make a purchase from our website; or (b) sign up for any program or service provided by Calipso. You may also opt out of this Arbitration Agreement within 30 days after we notify you regarding a material change to this Arbitration Agreement. You may opt out by sending an email to Calipso at info@calipsobusinessdevelopment.com or by sending a letter to 784 NE 8th Street, #308 Miami, FL 33138. You should include your printed name, mailing address, and the words "Reject Arbitration."

How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules ("AAA Rules"), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA's website www.adr.org, or by calling the AAA at (800) 778-7879. In the event the AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or the court shall select, another arbitration provider. Unless you and Calipso agree otherwise, any arbitration hearing shall take place in Miami-Dade county in the state of Florida in the United States of America.

Waiver of Right to Bring Class Action and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other customer. You also agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you hereby waive the right to a trial by jury, to assert or participate in any class action lawsuit or class action arbitration, any private attorney general lawsuit or private attorney general arbitration, and any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class, private attorney general, or representative action must be brought in a court of proper jurisdiction and not in arbitration.

Governing Law and Other Terms. This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act and other applicable federal law. To the extent state law applies to any aspect of this Arbitration Agreement, or to any disputes and claims that are covered by the Arbitration Agreement, the law of the State of Florida will govern. Calipso will provide notice of any

material changes to this Arbitration Agreement. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement. Only the arbitrator is authorized to make determinations as to the scope, validity, or enforceability of this Agreement, including whether any dispute falls within its scope. However, the parties agree that any issue concerning the validity of the class action/representative waiver above must be decided by a court, and an arbitrator does not have authority to consider the validity of the waiver.

Severability. If any provision of these terms and conditions is found to be illegal or unenforceable, the remaining provisions of these terms and conditions shall be unaffected and shall continue to be fully valid, binding, and enforceable.

Entire Agreement. These terms and conditions and our Privacy Policy constitute the entire understanding and agreement between you and us with respect to the use of our website.

Feedback. We welcome your feedback, suggestions and other communications regarding our website and the information, products and services made available through our website. Feedback may be provided through our website, social media forums, email, mail, surveys, verbal communications or other means. By providing such feedback you understand and acknowledge that:

Any feedback you provide is the exclusive property of Calipso's;

We may use your feedback in any lawful manner we deem appropriate without notice, permission or compensation; and

You have assigned to Calipso all worldwide rights, title, interests, copyrights and other intellectual property rights in, to and from your feedback.

You should only provide feedback that you wish us to use accordingly.

Contact Us You may contact us at: 784 NE 8th Street, #308 Miami, FL 33138

Customer Service info@calipsobusinessdevelopment.com. Monday through Friday, 9 a.m.- 8 p.m. EST

Copyright Infringement Claims Procedure. We do not permit anyone to post materials on our website that infringe the copyrights of others. We have adopted and will follow

the procedures outlined in Digital Millennium Copyright Act (DMCA), 17 U.S.C. § 512, to address claims that copyright-protected material has been placed on our website without permission from the copyright owner.

A. Notice to Designated Agent. If you claim ownership of copyright in material posted on our website and you believe that posting it infringes your copyright — or if you are authorized to act on behalf of a person who makes such a claim — you may send us notice of your claim by filling out and submitting this form or you may send an email or regular mail to the following:

Mail: 784 NE 8th Street, #308 Miami, FL 33138

Email: info@calipsobusinessdevelopment.com

B. Notice Requirements. To be sure we are able to address your claim, you must include the following information in your notice:

Your physical or electronic signature. The notice should be signed either by the copyright owner of the infringing work or by someone authorized to act on the copyright owner's behalf;

Identification of the copyrighted work you claim was infringed. If multiple copyrighted works are covered by the same notification, you may provide a representative list of the infringed works.

Identification of where on our website the copyrighted material can be found. Please provide a complete URL and any additional information necessary to enable us to locate and identify the claimed infringing material.

Your contact information. Please provide an address, telephone number, and, if available, an email address at which we can contact the complaining party.

Certification of Infringement. The notice must certify that the complaining party has a good faith belief that use of the material on our website is not authorized by the copyright owner, its agent, or the law.

Certification of Accuracy. The notice must also state that the information supplied is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you fail to comply substantially with these notice requirements you may experience delay while we seek supplemental information. In the event we are unable to obtain supplemental information that substantially complies with these requirements we may deny your request to remove or disable the material.

a. Takedown Upon Notice. Upon receipt of proper notification of claimed copyright infringement, we will respond promptly to remove, or disable access to, the material.

b. Counter Notification. After disabling or removing the alleged infringing material, we will take reasonable steps promptly to notify the user who posted the material that the material was removed or access was disabled. Thereafter, the user may provide a counter notification. To submit a proper counter notification a user must provide:

A physical or electronic signature of the user providing the counter notification.

Identification of the material that was removed or to which access has been disabled and the location at which the material appeared before it was removed or access was disabled.

A statement by the user that “I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.”

The user’s full name, address, telephone number, and user name.

If the user’s address is located within the United States, the following statement: “I consent to the jurisdiction of the Federal District Court in which my address is located and I will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.”

If the user’s address is not located within the United States, the following statement: “I consent to the jurisdiction of the Federal District Court for any judicial district in which Calipso may be found and I will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.”

c. Actions Upon Counter Notification. Upon receipt of a counter notification of the type described above we will promptly provide the person who gave the original notice of infringement a copy of the counter notification. We will also inform the original claimant that we will replace the removed material or cease disabling access to the material unless we receive notice, no more than 10 business days thereafter, that the claimant

has filed an action seeking a court order to restrain the user from engaging in infringing activity relating to the material.

d. Repeat Infringers. Posting infringing materials is a violation of our website's terms and conditions. We will not permit repeated violations of this policy. In appropriate circumstances, we may terminate any user account, disable the user's password, or take other appropriate action with respect to any user or users if we make a reasonable determination that the user or users are repeat infringers.

e. Misrepresentations. The DMCA, 17 U.S.C. § 512(f), provides for penalties against persons who knowingly materially misrepresent that material or activity is infringing or that material or activity was removed or disabled by mistake or misidentification. If you have questions about any notification or counter notification to be provided hereunder, please seek advice from knowledgeable counsel. Any information in these Terms of Use that make reference to, imply or evoke statutes and other US Federal, state or local laws and ordinances is provided for information only and should not be construed as legal advice.