# FrankVieira.com Website Privacy and Terms

## **Terms and Conditions:**

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Frank Vieira Music's relationship with you in regard to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term 'Frank Vieira Music' or 'us' or 'we' refers to the owner of the website whose registered office is 2318 Woodward Ave Pittsburgh PA. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Our third party eccomerce provider Foxycart uses cookies to monitor browsing preferences. If you do allow cookies to be used, the following personal information may be stored by us for use by third parties:
  - Name
  - Telephone Number
  - Address
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness,
  performance, completeness or suitability of the information and materials found or offered on this website
  for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or
  errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by
  law
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website.
- Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of United States of America.

# **Return Policy:**

### Refund/Exchange Policy

We offer a full exchange policy to our customers for all merchandise where variable sizing is available. All sales are final on music related purchases such as CD's or digital media from a third party such as iTunes or Amazon. In the event of other circumstances please email us at info@frankvieira.com. We would be happy to assist

#### **Order Cancellation Policy**

We will cancel orders within 24 hours of purchase. As our shipping is set up to send next day there is a 24 hour window to cancel purchases.

Please submit any cancellation via email to info@frankvieira.com

Email cancellations must contain the following: First name, last name, order number, and email address. This information must be identical to the information originally submitted on your order. Please provide contact information so that we may contact you if we have questions in regards to canceling your order.

Every effort will be made to accommodate the cancellation of your order, providing your order has not been charged and/or shipped out. In the event that a cancellation was submitted (via email or phone), and your order was shipped out after, please email info@frankvieira.com to come up with an appropriate resolution.

### **Warranty Policy**

#### **Shipping Costs**

Customer assumes all costs in shipping to us, and we assume the cost in shipping back to the customer. All replacement/repaired products are shipped UPS Ground unless a rush is requested. The cost of such a shipping upgrade is to be paid by the customer prior to shipment.

## **Out of Stock Policy**

The most important thing to keep in mind when ordering is that our stock balances fluctuate throughout the day with sales demand and stock that we receive from the manufacturers. Items are constantly being sold and our stock is constantly being replenished. If the item is identified as "Out of Stock", we can special order the item for you and ship it as soon as we get it. Most items ship within 2 weeks.

- Just because the item you ordered is NOT identified as out-of-stock does not necessarily mean that it will be in-stock at the moment you order it. We will notify you if the item you ordered is out-of-stock. We first try to reply via email and give you 2 days to reply. If we have not heard from you we will then try to call you at the numbers you provide with your order. Be sure to give us your current email address and phone number.
- At times, some items are listed for sale on our web site that have not been released from the
  manufacturer yet. We place these items on the web site so that consumers may pre-order the items.
   Preorders are reserved with payment up front on a first come, first served basis. You may also request to
  be placed on a "notify list" and we will let you know when products are in-stock and available for delivery.
   Be advised that prepaid orders always get priority for delivery.

•	Many out-of-stock items are excellent products and are available for purchase, but we do not always stock these items in inventory. We will be happy to special order these items for you in a timely fashion. Again, most items ship within 2 weeks.