

Down Stairs Market Terms of Service ("Agreement")

Please read these Terms of Service ("Agreement", "Terms of Service") carefully before using www.downstairsmarket.com ("the Site") operated by Orion Food Stores doing business as Down Stairs Market ("us", "we", or "our"). This Agreement sets forth the legally binding Terms of Service for your use of the Site at www.downstairsmarket.com

By accessing or using the Site in any manner, including, but not limited to, visiting or browsing the Site or contributing content or other materials to the Site, you agree to be bound by these Terms of Service. Capitalized terms are defined in this Agreement.

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Down Stairs Market without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

Acceptance of Terms of Service and Amendments

Each time you use or cause access to this web site, you agree to be bound by these Terms of Service, and as amended from time to time with or without notice to you. In addition, if you are using a particular service on or through this web site, you will be subject to any rules or guidelines applicable to those services and they shall be incorporated by reference into these Terms of Service. Please see our Privacy Policy, which is incorporated into these Terms of Service by reference.

Our Service

Our web site and services provided to you on and through our web site on an "AS IS" basis. You agree that the owners of this web site exclusively reserve the right and may, at any time and without notice and any liability to you, modify or discontinue this web site and its services or delete the data you provide, whether temporarily or permanently. We shall have no responsibility or liability for the timeliness, deletion, failure to store, inaccuracy, or improper delivery of any data or information.

Your Responsibilities and Registration Obligations

In order to use this web site, you must register on our site, agree to provide truthful information when requested, and be at least the age of thirteen (21) or older. When registering, you explicitly agree to our Terms of Service and as may be modified by us from time to time and available here.

Privacy Policy

Registration data and other personally identifiable information that we may collect is subject to the terms of our Privacy Policy.

Registration and Password

You are responsible to maintain the confidentiality of your password and shall be responsible for all uses via your registration and/or login, whether authorized or unauthorized by you. You agree to immediately notify us of any unauthorized use or your registration, user account or password.

Your Conduct

You agree that all information or data of any kind, whether text, software, code, music or sound, photographs or graphics, video or other materials ("Content"), publicly or privately provided, shall be the sole responsibility of the person providing the Content or the person whose user account is used.

You agree that our web site may expose you to Content that may be objectionable or offensive. We shall not be responsible to you in any way for the Content that appears on this web site nor for any error or omission.

You explicitly agree, in using this web site or any service provided, that you shall not:

(a) provide any Content or perform any conduct that may be unlawful, illegal, threatening, harmful, abusive, harassing, stalking, tortuous, defamatory, libelous, vulgar, obscene, offensive, objectionable, pornographic, designed to or does interfere or interrupt this web site or any service provided, infected with a virus or other destructive or deleterious programming routine, give rise to civil or criminal liability, or which may violate an applicable local, national or international law;

(b) impersonate or misrepresent your association with any person or entity, or forge or otherwise seek to conceal or misrepresent the origin of any Content provided by you;

(c) collect or harvest any data about other users;

(d) provide or use this web site and any Content or service in any commercial manner or in any manner that would involve junk mail, spam, chain letters, pyramid schemes, or any other form of unauthorized advertising without our prior written consent;

(e) provide any Content that may give rise to our civil or criminal liability or which may constitute or be considered a violation of any local, national or international law, including but not limited to laws relating to copyright, trademark, patent, or trade secrets.

Submission of Content on this Site

By providing any Content to our web site you agree to all of the following statements listed below:

(a) you agree to grant to us a worldwide, royalty-free, perpetual, non-exclusive right and license (including any moral rights or other necessary rights) to use, display, reproduce, modify, adapt, publish, distribute, perform, promote, archive, translate, and to create derivative works and compilations, in whole or in part. Such license will apply with respect to any form, media, technology known or later developed;

(b) you warrant and represent that you have all legal, moral, and other rights that may be necessary to grant us with the license set forth in this Section 7;

(c) you acknowledge and agree that we shall have the right (but not obligation), in our sole discretion, to refuse to publish or to remove or block access to any Content you provide at any time and for any reason, with or without notice.

Third Party Services

Goods and services of third parties may be advertised and/or made available on or through this web site. Representations made regarding products and services provided by third parties are governed by the policies and representations made by these third parties. We shall not be liable for or responsible in any manner for any of your dealings or interaction with third parties.

Indemnification

You agree to indemnify and hold us harmless, our subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and co- branders from any claim or demand, including reasonable attorney's fees, that may be made by any third party, that is due to or arising out of your conduct or connection with this web site or service, your provision of Content, your violation of this Terms of Service or any other violation of the rights of another person or party.

DISCLAIMER OF WARRANTIES

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THIS WEB SITE AND ANY SERVICES OR CONTENT PROVIDED (THE "SERVICE") IS MADE AVAILABLE AND PROVIDED TO YOU AT YOUR OWN RISK. IT IS PROVIDED TO YOU "AS IS" AND WE EXPRESSLY DISCLAIM ALL WARRANTIES

OF ANY KIND, IMPLIED OR EXPRESS, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE MAKE NO WARRANTY, IMPLIED OR EXPRESS, THAT ANY PART OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, TIMELY, SECURE, ACCURATE, RELIABLE, OF ANY QUALITY, NOR THAT ANY CONTENT IS SAFE IN ANY MANNER FOR DOWNLOAD. YOU UNDERSTAND AND AGREE THAT NEITHER US NOR ANY PARTICIPANT IN THE SERVICE PROVIDES PROFESSIONAL ADVICE OF ANY KIND AND THAT USE OF SUCH ADVICE OR ANY OTHER INFORMATION IS SOLELY AT YOUR OWN RISK AND WITHOUT OUR LIABILITY OF ANY KIND.

Some jurisdictions may not allow disclaimers of implied warranties and the above disclaimer may not apply to you only as it relates to implied warranties.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSS (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM OR ARISING OUT OF (I) THE USE OF OR THE INABILITY TO USE THE SERVICE, (II) THE COST TO OBTAIN SUBSTITUTE GOODS AND/OR SERVICES RESULTING FROM ANY TRANSACTION ENTERED INTO ON THROUGH THE SERVICE, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA TRANSMISSIONS, (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE, OR (V) ANY OTHER MATTER RELATING TO THE SERVICE.

In some jurisdictions, it is not permitted to limit liability and therefore such limitations may not apply to you.

Regards to Communication

We do not make any representations or warranties as to the truth or accuracy of any statement made or materials posted on or through our site, forum, bulletin board, or any other user interactive area of our site. You agree and acknowledge that you assume the risk of any actions you take in reliance upon the information that may be contained in our site, forum, bulletin board, or any other user interactive area of our site.

We do not endorse or lend any credence for any statements that are made by any participant in our forum, bulletin board, or any other user interactive area of our site. Any opinions or views expressed by our site, forum, bulletin board, or any other user interactive area of our site participants are their own.

We do not endorse or support or otherwise give any credence or reason for reliance on any such statements or opinions.

You are fully responsible for your own statements and materials that you post in our site, forum, bulletin board, or any other user interactive area of our site and any consequences, whether or not foreseen, to any party who may rely upon these statements. You agree that you will not take any action directed towards attempting to hold us responsible for any such materials or statements.

As a participant in our site, forum, bulletin board, or any other user interactive area of our site, you agree that we may remove any materials from our site, forum, bulletin board, or any other user interactive area of our site for any reason, in our sole discretion, or for no reason at all. This includes material which is disruptive, abusive, offensive, illegal, vulgar, pornographic, or any other material. You hold us harmless from and against any damage you or others may suffer as a result of our removal of any content from our forum, bulletin board, or any other user interactive area of our site or from the discontinuance of our forum, bulletin board, or any other user interactive area of our site at any time.

Important Communication Note: When opting to do shares through our sites social accounts we own based on the service you have subscribed to when you placed an order for your campaign may be shared through third party accounts. Moreover, please note since when shares are conducted through a 3rd party service we will not have the ability to access the amount of friends/followers one may have.

Arbitration

For any disputes or discrepancies you may have with Down Stairs Market, you agree to first contact us and attempt to resolve the dispute with us informally. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitrator shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copy no later than 30 days after the notice of arbitration is served.

The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

Reservation of Rights

We reserve all of our rights, including but not limited to any and all copyrights, trademarks, patents, trade secrets, and any other proprietary right that we may have in our web site, its content, and the goods and services that may be provided. The use of our rights and property requires our prior written consent. We are not providing you with any implied or express licenses or rights by making services

available to you and you will have no rights to make any commercial uses of our web site or service without our prior written consent.

Notification of Copyright Infringement

If you believe that your property has been used in any way that would be considered copyright infringement or a violation of your intellectual property rights, our copyright agent may be contacted at the following address:

www.downstairsmarket.com

DOWN STAIRS MARKET SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

Down Stairs Market takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts or transmits using our images, products or services. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose.

Applicable Law

You agree that this Terms of Service and any dispute arising out of your use of this web site or our products or services shall be governed by and construed in accordance with local laws where the headquarters of the owner of this web site is located, without regard to its conflict of law provisions. By registering or using this web site and service you consent and submit to the exclusive jurisdiction and venue of the county or city where the headquarters of the owner of this web site is located.

Miscellaneous Information

- (i) In the event that this Terms of Service conflicts with any law under which any provision may be held invalid by a court with jurisdiction over the parties, such provision will be interpreted to reflect the original intentions of the parties in accordance with applicable law, and the remainder of this Terms of Service will remain valid and intact;
- (ii) The failure of either party to assert any right under this Terms of Service shall not be considered a waiver of any that party's right and that right will remain in full force and effect;
- (iii) You agree that without regard to any statute or contrary law that any claim or cause arising out of this web site or its services must be filed within one (1) year after such claim or cause arose or the claim shall be forever barred;
- (iv) We may assign our rights and obligations under this Terms of Service and we shall be relieved of any further obligation.

This Agreement was last modified on August 19, 2015

Down Stairs Market Privacy Policy

This Privacy Policy governs the manner in which **www.downstairsmarket.com** collects, uses, maintains and discloses information collected from users (each, a “User”) of the **www.downstairsmarket.com** website (“Site.”) By viewing, accessing, using or browsing the Website, or by registering as a member of the Service (as defined herein), you agree to this privacy policy and the Terms of Service of said web property as a binding legal agreement between you and **www.downstairsmarket.com**, without limitation or qualification.

Personal identification information

www.downstairsmarket.com keeps track of non-personally identifiable information such as the IP address of the User’s computer, time of access, browser type and files downloaded to gather usage statistics for its web site. IP addresses are not associated with other information about a user, but only indicate general visitor navigation patterns. **www.downstairsmarket.com** website has embedded tags that allow some third party entities such as [Quantcast](#), [Google Analytics](#), and/or similar services to collect non-personally identifiable usage statistics.

Submission and Processing of Information

When you subscribe or sign up to the Website, **www.downstairsmarket.com** may ask you for certain personally identifiable information. This personally identifiable information may include information that can be used to identify or contact you, such as your name and email address. You must agree to the Terms of Service of this website before making any comments or leaving any reviews on any posting.

User Postings

Except as otherwise expressly described in this Privacy Policy, this policy only addresses the use and disclosure of Personal Information and other information we collect from you. In the course of your use of the Website, including when you create a profile on the Website, you may elect to post or otherwise disclose information about yourself and others, which may include Personal Information or other personally identifiable information. You may also elect to communicate with others or upload content such as photographs. Such postings are governed by our Terms of Service. Whenever you voluntarily disclose personal information on publicly-viewable web pages, that information will be publicly available and can be collected or used by others. Such postings may also appear on other websites or when searches are executed on the subject of your posting.

Furthermore, although **www.downstairsmarket.com** restricts access to portions of the Website to members of the Service, since the Service is offered through and accessible through a number of other websites in addition to the Website, any information that you post to the Website for access by members of the Website may be searchable and available to users of the Service who access it via different websites from the Website. You may also receive unsolicited messages from other parties as a result of such disclosure. Such activities are beyond the control of **Www.downstairsmarket.com** and this Privacy Policy. You should therefore exercise discretion and extreme caution when disclosing any Personal Information or other information when using the Website or the Service.

Third Party Websites

The Website may contain links to other websites. **www.downstairsmarket.com** is not responsible for the privacy practices of such websites. It is the User’s responsibility to review the privacy policies at those

websites to confirm that they are acceptable prior to use. A link does not constitute an endorsement of the content, viewpoint or accuracy of such websites.

Marketing Communications

If you have used the Website before, it is possible that **www.downstairsmarket.com** has data about you already and it is being used to contact you about offers, events, items or related activities. If you are an existing customer, **www.downstairsmarket.com** will continue to keep you informed unless you revoke your consent via the procedures set forth below.

If you are a new user, **www.downstairsmarket.com** will give you the choice (for example, once you have subscribed or signed up) whether or not you want to receive emails regarding future offers, events and new services or related activities. **www.downstairsmarket.com** will not bombard you with emails, but **Www.downstairsmarket.com**, with your consent, would like to keep you informed of any developments on the Website.

If you have consented to receive such information, you may always revoke that consent at any time by deleting your account.

Confidentiality and Security of Personal Information

Transmission of data and information via the Website is not a secure or encrypted transmission method for sending your Personal Information, unless otherwise indicated on the Website. Accordingly, your attention is drawn to the fact that any information and personal data carried over the Internet is not secure. Personal Information may be intercepted, lost, redirected, corrupted, changed and accessed by other people.

Nevertheless, **www.downstairsmarket.com** is committed to using all reasonable efforts to protect Personal Information collected through the Website against unauthorized access, use or disclosure. Consequently, we limit employees' access to Personal Information collected through the Website to only those employees who need access to the information in the performance of their official duties. In addition, we set strict security standards to prevent any unauthorized access to your Personal Information once we have received it and wherever possible we will use adequate security software and working procedures to ensure the security of your personal data. To prevent unauthorized access, maintain accuracy, and ensure proper use of Personal Information, we have employed physical, electronic, and managerial processes to safeguard and secure the Personal Information we collect online. These measures include limiting the number of people who have physical access to **www.downstairsmarket.com** database servers, as well as electronic security systems and password protections which guard against unauthorized access.

Data in our Logs. When you use Down Stairs Market or go to a webpage or use an app that has Down Stairs Market features (like our "Share It" button), our system automatically records that information ("data in our logs") including information that your internet browser sends whenever you search a website or your mobile application sends when you're using it going to and from different applications. The data in our logs may also include your IP address, the address of the most recent web pages you've visited that had Down Stairs Market features, browser type and settings, the date and time of your request, how you used Down Stairs Market, and cookie data.

Disclosure of Personal Information

We may disclose your Personal Information to any member of our group, which means our subsidiaries and our ultimate holding company and its subsidiaries. We may disclose your Personal Information to

third parties if you have consented to such disclosure. In addition, we may disclose or provide access to your Personal Information to third parties without your consent:

if we sell or buy any business or assets, in which case we may disclose your Personal Information to the prospective seller or buyer of such business or assets;

if www.downstairsmarket.com or substantially all of its assets are acquired by a third party, in which case Personal Information held by it about its customers will, in most instances, be one of the transferred assets;

if we ask a third party to carry out data analysis, cleansing and/or market research on our behalf; for the purpose of validating the identity of the user and/or conducting background checks; or

if we have a good faith belief that we are under a duty to disclose or share your personal data in order to comply with any legal obligation (such as in connection with a law enforcement request, judicial proceeding, court order or legal process), or in order to enforce or apply our policy or to protect the rights, property, or safety of Www.downstairsmarket.com, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

Children's Online Privacy

It is important to Www.downstairsmarket.com that parents and guardians have control over what information is collected from their children online and how such information is or may be used. The Children's Online Privacy Protection Act of 1998 ("COPPA") imposes restrictions on commercial websites, including ours. It is our policy to be compliant with the requirements of COPPA and not to solicit or collect information about or from children age 13 and under.

Beyond the requirements of COPPA, we require that individuals be age 18 or over to register as a member of the Service and thus it is our policy not to solicit or collect information about or from anyone under the age of 18. Users are cautioned, however, that absent a clear indication an online communication has been submitted by a person under age 18, the collection of Personal Information submitted to the Website will be treated as though it was submitted by an adult, and may, unless exempted from access by federal or state law, be subject to public access.

In the event that www.downstairsmarket.com receives an online communication clearly indicating that it has been submitted by a person under the age of 18, under no circumstances will any Personal Information be published on the Website, be used for a purpose not intended by its sender or shared with third parties.

If you or your company would like more information about COPPA, please visit the Federal Trade Commission's official COPPA page at www.ftc.gov.

Changes to this Privacy Policy and Transfers of Ownership

You agree that if we transfer ownership or management of the Website or Www.downstairsmarket.com to a third party we may also transfer your Personal Information and any other data or information you have provided to us to such third party, provided such third party agrees to observe this Privacy Policy. Www.downstairsmarket.com may change this Privacy Policy from time to time to accurately reflect how we gather and manage User information.

We will post any changes to this Privacy Policy on the Website and, where appropriate and practicable, notify you by e-mail. All changes to the Privacy Policy will be effective upon posting to the Website.

Please be sure to regularly check our Privacy Policy before using the Website. Continued use of the Website shall indicate your acceptance of any changes to this Privacy Policy.

Disclaimer

The information provided in this Privacy Policy should not be construed as giving business, legal or other advice, or warranting as fail proof the integrity and security of information provided through this Website. While all reasonable attempts are made to provide accurate, current and reliable information, Www.downstairsmarket.com recognizes the possibility of human and/or mechanical error and the possibility that Users of the Site and other third parties may provide and/or publish information, graphics and images on the Site that are false, misleading, or inaccurate.

Therefore, Www.downstairsmarket.com makes no representations as to the accuracy, completeness, currency or suitability of the information provided on this Website, and denies any expressed or implied warranty as to the same. For further disclaimers and limitations of liability of Www.downstairsmarket.com regarding your use of the Website and Service, see its Terms of Service.

Non-personal identification information

We may collect non-personal identification information about Users whenever they interact with our Site. Non-personal identification information may include the browser name, the type of computer and technical information about Users means of connection to our Site, such as the operating system and the Internet service provider's utilized and other similar information.

Web browser cookies

Our Site may use "cookies" to enhance User experience. User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. User may choose to set their web browser to refuse cookies, or to alert you when cookies are being sent. If they do so, note that some parts of the Site may not function properly.

Sharing your personal information

We do not sell, trade, or rent Users personal identification information to others. We may share generic aggregated demographic information not linked to any personal identification information regarding visitors and users with our business partners, trusted affiliates and advertisers for the purposes outlined above.

We may use third party service providers to help us operate our business and the Site or administer activities on our behalf, such as sending out newsletters or surveys. We may share your information with these third parties for those limited purposes provided that you have given us your permission.

Third party websites

Users may find advertising or other content on our Site that link to the sites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our Site. In addition, these sites or services, including their content and links, may be constantly changing.

These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to our Site, is subject to that website's own terms and policies.

Use of Location Based-Services

DOWN STAIRS MARKET and its partners and licensors may provide certain features or services through the Service that rely upon device-based location information. To provide such features or services, where available, DOWN STAIRS MARKET and its partners and licensors may collect, use, transmit, process and maintain your location data, including the real-time geographic location of your device, and you hereby agree and consent to DOWN STAIRS MARKET 's and its partners' and licensors' collection, use, transmission, processing and maintenance of such location data to provide such services. In addition, by enabling and/or using any location-based services or features within the Service, you agree and consent to DOWN STAIRS MARKET collecting, using, processing and maintaining information related to your account, and any devices registered thereunder, for purposes of providing such location-based service or feature to you. Such information may include, but is not limited to, your device ID and name, device type and real-time geographic location of your device at time of your request. You may withdraw this consent at any time by not using the location-based features on your device. When using third party services that use or provide location data as part of the Service, you are subject to and should review such third party's terms and privacy policy on use of location data by such third party services. Any location data provided by the Service is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, time-delayed or incomplete location data may lead to death, personal injury, property or environmental damage. Neither DOWN STAIRS MARKET nor any of its content providers guarantees the availability, accuracy, completeness, reliability, or timeliness of location data or any other data displayed by the Service.

Advertising

Ads appearing on our site may be delivered to Users by advertising partners, who may set cookies. These cookies allow the ad server to recognize your computer each time they send you an online advertisement to compile non personal identification information about you or others who use your computer.

This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you. This privacy policy does not cover the use of cookies by any advertisers. Since this is an informational blog, humor blog, parody website you have the opportunity to place ads or advertisements with us, please contact our support team for more information.

Choice/Opt-out

If we ever send you information by email concerning new products, services or information that you did not expressly request, we will provide you with an email address by which you may request no further notices.

Compliance with children's online privacy protection act

www.downstairsmarket.com understands Google along with all other web browsers must adhere to any and all laws, of any and all States with the United States and abroad when anyone under the age of 18 years old is involved. www.downstairsmarket.com is law compliant. Wwww.downstairsmarket.com does not hire children to perform any work on this web property or for the company itself. Children are not allowed to peruse, join, read, write or co-join this website.

Children is defined as a person under the age of 18 years age, no matter if they are emancipated or not, or they are the ward of court jurisdictions. Children are not allowed to contract, therefore, may not purchase services and or products from www.downstairsmarket.com.

CAN SPAM Act

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

We collect your email address in order to:

- Send information; respond to inquiries, and/or other requests or questions.
- Process orders and to send information and updates pertaining to orders
- We may also send you additional information related to your product and/or service.
- Market to our mailing list or continue to send emails to our clients after the original transaction has occurred

To be in accordance with CANSPAM we agree to the following:

- NOT use false or misleading subjects or email addresses
- Identify the message as an advertisement in some reasonable way
- Include the physical address of our business or site headquarters
- Monitor third party email marketing services for compliance, if one is used.
- Honor opt-out/unsubscribe requests quickly
- Allow users to unsubscribe by using the link at the bottom of each email

Fair Information Practices

The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information.

In order to be in line with Fair Information Practices we will take the following responsive action, should a data breach occur:

We will notify the users via email

- Within 7 business days

We will notify the users via in site notification

- Within 7 business days

We also agree to the individual redress principle, which requires that individuals have a right to pursue legally enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only those individuals have enforceable rights against data users, but also that individuals have recourse to courts or a government agency to investigate and/or prosecute non-compliance by data processors.

Changes to this privacy policy

www.downstairsmarket.com has the discretion to update this privacy policy at any time. When we do, we will revise the updated date at the bottom of this page. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect.

You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.

Your acceptance of these terms

By using this Site, you signify your acceptance of this policy and Terms of Service. If you do not agree to this policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed your acceptance of those changes.

Contact us

Down Stairs Market welcomes your questions or comments regarding this Statement of Privacy. If you believe that Down Stairs Market has not adhered to this Statement, please contact us at:

www.downstairsmarket.com

Effective as of August 19, 2015