

Privacy Policy

Ceramics Studio Privacy Policy

Introduction

At Gaiwan Ceramics, we are committed to protecting your privacy and ensuring the security of your personal information. This Privacy Policy outlines how we collect, use, disclose, and safeguard your information in compliance with applicable privacy laws.

www.gaiwanceramics.com (each a "Website," and collectively the "Websites") is owned and operated by Little Joys LLC, dba Gaiwan Ceramics ("Gaiwan Ceramics")

Gaiwan Ceramics recognizes and respects the importance of maintaining your privacy, and as a result, has established this Privacy Policy ("Privacy Policy"). Throughout the Privacy Policy, the terms "we," "us," and "our" refer to Gaiwan Ceramics and the terms "you" and "your" refer to any visitor to one or more of the Websites. This Privacy Policy applies to information we collect on the Websites, and does not govern information collected from you in any other manner.

This Privacy Policy is intended to help you understand the types of information we may collect from you or that you may provide when you visit one or more of the Websites, and describes our practices for collecting, using, maintaining, protecting and disclosing such information.

In viewing and using each of the Websites, you understand that we may use your Personally Identifiable Information (as defined below) subject to the terms of this Privacy Policy, and you consent to (i) the terms of this Privacy Policy and the Terms & Conditions (located at [Terms and Conditions](#)) and (ii) to the collection and use of Personally Identifiable Information and other information by us pursuant to the terms of this Privacy Policy.

Website Intended Audience

Our Websites are intended for individuals eighteen (18) years of age or older. We do not knowingly collect personal information from individuals under 18. If you are under 18, you are prohibited from: (i) using or providing any information on the Websites or through any of the features available on the Websites, and (ii) providing any personal information to us, including but not limited to your name, address, telephone number, e-mail address, or any screen name or username you may use.

If we become aware that we have collected or received personal information from an individual under 18 without verified parental consent, we will promptly delete that information. If you believe that we may have collected information from or about an individual under 18, please contact us at contact@gaiwanceramics.com.

Please note that individuals under 18 years of age may register for classes offered by Gaiwan Ceramics, provided that registration and a waiver are completed in person at one of our studios by a parent or legal guardian.

Information Collection

When you access or use one or more of our Websites, we may collect information from you.

We collect the following types of information:

- **Personal Information:** Name, address, email, phone number, and payment details provided during registration or transactions.
- **Usage Data:** Information about your interactions with our website, including IP addresses, browser types, and access times.
- **Membership Data:** Details about your membership or participation in classes, workshops, or other studio programs.
- **Photos and Artwork:** Images of participants, artwork, or events captured in the studio with consent.

Additionally, third-party service providers such as Wix may provide us with information about you, subject to the terms of this Privacy Policy. This information may include, but is not limited to, personally identifiable information such as your name, email address, postal address, and telephone number ("Personally Identifiable Information"), as well as other information related to you that does not identify you individually.

Providing Personally Identifiable Information is voluntary. By submitting such information through one or more of our Websites, you confirm your agreement to the terms outlined in this Privacy Policy, provide your express consent for the collection, use, and processing of your Personally Identifiable Information in accordance with this Privacy Policy, and agree to abide by the Terms of Use located at Terms and Conditions (the "Terms and Conditions"). If you choose not to provide certain information, you may be unable to access specific activities, features, or transactions available on or through the Websites.

When you visit the Websites, we automatically collect certain information about your device. This may include details such as your web browser type, IP address, time zone, and cookies installed on your device. Additionally, as you navigate the Websites, we collect information about the individual web pages or products you view, the websites or search terms that directed you to the Websites, and how you interact with the Websites. This automatically collected information is referred to as "Device Information."

Cookies and Tracking Technologies

"Cookies" are data files that are placed on your device or computer and often include a unique anonymous identifier. We use cookies to enhance your experience on our Website. If you would prefer not to have such cookies stored on your computer, you may modify your browser settings to warn you every time a cookie is sent, to disable most cookies, or manually remove cookies that have been placed on your computer. However, by disabling the cookies, will not have access to some of the features that enhance your experience on this Website. For more information about cookies and how to disable cookies, visit <http://www.allaboutcookies.org>.

“Log files” track actions occurring on the Websites, and collect data including your IP address, browser type, Internet service provider, referring/exit pages, and date/time stamps.

“Web beacons,” “tags,” and “pixels” are electronic files used to record information about how you browse the Websites.

Information Usage

Your information is used for the following purposes:

- To process memberships, payments, and reservations.
- To communicate important updates, class schedules, or promotional offers.
- To improve our services and tailor your experience in the studio.
- To comply with legal obligations or resolve disputes.

We may collect Personally Identifiable Information from you so that we can: (i) contact you to respond to inquiries related to purchasing our services, including workshops, events, ceramics studio passes, and Resident Ceramics as well as other services and our products , and in connection with the processing, fulfillment, and completion of purchases; (ii) contact you to respond to inquiries related to the Websites or our services; (iii) provide you with information or advertising relating to our products or services; (iv) screen our orders for potential risk or fraud; (v) provide you with access to specialized portions of the Websites (your “Account”); (vi) store information about your preferences, allowing us to customize your Account according to your individual interests; (vii) customize and enhance the services we offer and (viii) communicate with you to provide you with relevant information about us, including special offers, promotions, discounts and newsletters.

We collect Personally Identifiable Information solely for the purposes of providing these services, but may collect non-personal information in order to operate, maintain, and improve the Websites and our services. In all of these cases, we will collect Personally Identifiable Information from you only if you voluntarily submit such information to us or to Wix.

We use the Device Information that we collect to help us screen for potential risk and fraud (in particular, your IP address), and more generally we use aggregate tracking information to improve and optimize our Websites (for example, by generating analytics about how our customers browse and interact with the Websites, and to assess the success of our marketing and advertising campaigns).

Additionally, we may use IP address information to count and track aggregate visits to the Websites, to help diagnose problems with our server, and to administer the Websites. We do not link IP addresses to anything personally identifiable, so while a particular user’s session can be tracked, the user remains completely anonymous.

We may process your information in the country where it was collected as well as other countries where laws regarding processing of information may be less stringent than the laws in your country.

Information Sharing

We may share your information in the following circumstances:

- **Service Providers:** With third-party vendors who assist in operating the studio, such as payment processors or email services.
- **Legal Requirements:** When required to comply with legal obligations or protect the rights and safety of the studio or its users.
- **Marketing Partners:** With your consent, for promotional collaborations or advertisements.

Except as provided in this Privacy Policy, or as otherwise permitted or required under law, we reasonably attempt to ensure that we do not intentionally disclose any Personally Identifiable Information about you as an individual user to any third party without having first received your permission (through your opting in or otherwise agreeing to the disclosure of such information).

We will release information, which may include your Personally Identifiable Information as required by applicable laws or regulations to comply with any legal valid inquiry or process such as a subpoena, search warrant, statute or court order or any other lawful requests for information we receive. We will also release specific information, which may include Personally Identifiable Information, in special cases, such as if there is an attempted breach of the security of the Websites or a physical or property threat to you or others. We may also transfer user information, including Personally Identifiable Information, in connection with a corporate merger, consolidation, the sale of related assets or corporate division or other fundamental corporate change.

We may employ other companies and individuals to perform functions on our behalf such as postal mail and email communications, customer lists management, data analysis, marketing services, credit card processing, and customer relationship management. These companies and individuals have access to personal information needed to perform their functions, but they are not permitted to use such information for other purposes without our permission. For example, we use Wix to power our online store and to allow you to book classes and process payments for classes located at www.gaiwancerceramics.com. To obtain information regarding how these third-parties treat your personal information, please refer to their respective privacy policies.

In addition, on occasion, we may collect Personally Identifiable Information from you in connection with optional contests, special offers or promotions. We will share such information with necessary third parties for the purpose of carrying out the contest, special offer or promotion. Your participation in the contest, special offer or promotion constitutes your consent to such disclosure and use of such Personally Identifiable Information.

We may share your Personally Identifiable Information in order to enforce or apply our Terms of Use and other agreements, including for billing and collection purposes and/or if we believe disclosure is necessary or appropriate to protect our, our customers', or others' rights, property, or safety.

We may share with our partners aggregated statistical data that includes users' demographic information but does not identify them. We reserve the right to provide any and all such aggregated and non-individually identifiable data to third parties.

SMS Consent or phone numbers are not shared for the purpose of SMS with third parties or affiliates.

Online Purchases

When you purchase a product through the Website, Wix will process your payment. In processing such orders, Wix will collect certain Personally Identifiable Information including: your name, telephone number, e-mail address, billing information (credit card number, expiration date and billing address), products purchased, any relevant promotion code and the recipient's name, address and telephone number.

Information collected by Wix will be used pursuant to the terms of the "Wix Privacy Policy" found at: <https://www.wix.com/about/privacy>. As described in the Wix Privacy Policy, we may be provided with certain Personally Identifiable Information that you provide to Wix, which will be used by us pursuant to the terms of this Privacy Policy. We are not responsible for the policies or activities of Wix and we suggest that you contact Wix directly if you have questions about the Wix Privacy Policy.

Third-Party Links

Our website may include links to third-party websites. We are not responsible for the privacy practices or content of these external sites.

The Websites may include links to other third party websites that we think will be of interest to you and are not operated by us, including our accounts on various social media websites. These third-party websites have separate data collection and privacy practices independent from ours, and we are not responsible for the policies or activities of such third-party websites. We encourage you to read the privacy policies of these linked sites as their privacy policies may differ from ours. Please contact such third parties directly if you have questions about their privacy policies.

Electronic Communications and Opting In and Out

We collect email information to provide a more personalized and relevant experience to you while using our services. When you communicate with us electronically, via e-mail, you consent to our use of the information you have provided, and you further consent to receive electronic communications from us. If you would prefer not to receive such communications, you can opt out of our e-mail lists by clicking on the "opt out" line at the bottom of the e-mail you receive from us. Although we strive to update our email list as frequently as possible, you might receive another contact before we can remove you. Further, you should be aware that (i) it is not always possible to completely remove or modify information in our databases and servers, although we will always make reasonable efforts to do so upon your request, and (ii) we are unable to have

your information removed from the records of any third party who has been provided with your information in accordance with this Privacy Policy.

If you have previously opted out of receiving emails from us, providing updated information will act as an 'opt back-in.' Please note that you will continue to receive communications from us as it pertains to your account. We may use any of your contact information held on file (including Email, Mailing and Phone) to communicate with you concerning day to day administrative activities, such as freeze requests, online purchases and important service alerts.

Data Security

We implement technical, administrative, and physical safeguards to protect your information from unauthorized access, disclosure, or misuse. However, no method of transmission over the Internet is completely secure, and we cannot guarantee absolute security.

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of Personally Identifiable Information, we have put in place reasonable physical, electronic, and managerial procedures to safeguard and secure the Personally Identifiable Information we collect online, and we make good faith efforts to store your Personally Identifiable Information in a secure operating environment.

You must also seek to protect against unauthorized access to any information that you use in connection with our Websites, and you should remember to close the browser once you have completed your activities on each Website or if you have decided to step away from your computer. In the event that we determine that there has been a security breach resulting in the unauthorized disclosure of Personally Identifiable Information to a third party, we will notify individuals whose Personally Identifiable Information has been so disclosed as required by law.

Unfortunately, no data transmission over the Internet can be guaranteed to be absolutely secure. As a result, while we strive to protect your Personally Identifiable Information, we cannot ensure or warrant the security of any information you transmit to us, and you do so at your own risk.

Changes to this Privacy Policy

Since this policy may change over time as we modify or expand our services , we suggest that you check from time to time to understand how we treat your personal information. Your use of www.gaiwanceramics.com (the "Website") constitutes your agreement to the terms of our Privacy Policy. If we decide to change those policies, we will post those changes on this page so that you are always aware of what personal information we collect, how we use it and under what circumstances we disclose it. Your continued use of this Website constitutes your agreement to any such changes.

We may update this Privacy Policy from time to time. Therefore, we encourage you to review our Privacy Policy not just the first time you visit each of the Websites but periodically

afterwards. The date of the last update of the Privacy Policy will always be posted at the end of this tab.

Your continued use of either of the Websites after the changes are posted constitutes your agreement to the changes, both with regard to information we have previously collected from you and with regard to information we collect from you in the future. If you do not agree to the changes, please discontinue use of both of the Websites.

Your Rights

The terms of this Privacy Policy apply to all information you share and/or have shared with us. If you would like to review or correct your Personally Identifiable Information or to request that we discontinue the use of your Personally Identifiable Information as described in this Privacy Policy, please contact us at contact@gaiwanceramics.com.

You have the following rights regarding your personal information:

- **Access and Correction:** Request access to or correction of your personal data.
- **Data Deletion:** Request the deletion of your personal information, subject to legal obligations.
- **Marketing Preferences:** Opt-out of promotional emails or communications.
- **Data Portability:** Request a copy of your data in a structured, commonly used format.

If you have questions regarding this privacy policy, other areas of this Website, please contact us contact@gaiwanceramics.com. Your feedback is always welcome and appreciated.

This Privacy Policy is effective as of January 1st, 2025.

Terms and Conditions

Studio Terms and Conditions

Introduction

Welcome to Gaiwan Ceramics, accessible at www.gaiwanceramics.com, owned and operated by Little Joys LLC, doing business as Gaiwan Ceramics ("Gaiwan Ceramics"). These terms and conditions ("Terms" or "Terms of Use") govern your access to and use of the Websites, as well as the content, functionality, goods, and services offered through them. Throughout these Terms, the terms "we," "us," and "our" refer to Gaiwan Ceramics, and the terms "you" and "your" refer to any visitor or user of the Websites. These Terms also govern the use of our facilities, equipment, and services. By accessing or using our studio, you agree to comply with these Terms.

Please read these Terms carefully before accessing or using our Websites. By accessing any part of the Websites or selecting the "I accept" button or click-box, if and when this option is available, you: (i) agree to be legally bound by these Terms and the Privacy Policy located on [this page](#), without limitation or qualification; and (ii) represent and warrant that you are at least 18 years of age. If you do not agree to these Terms, or if you are under 18 years of age, you must immediately exit and refrain from further use of the Websites.

Privacy Policy

When requesting certain information, products, or services through the Websites, you may be required to provide personal and other information. You agree that all information you provide to us through the Websites or other means is governed by our Privacy Policy, which is incorporated by reference into these Terms. By using the Websites, you consent to the terms of our Privacy Policy. If you do not agree with the terms described in the Privacy Policy, you must discontinue use of the Websites.

Age Restriction to Website

By using, registering on, or providing any information to either of the Websites, you certify that you are at least eighteen (18) years of age and legally capable of entering into a binding contract. If you are under 18 years of age, you must immediately exit the Websites and refrain from any further use. We do not knowingly collect personally identifiable information from anyone under the age of eighteen (18).

Registration of individuals under 18 years of age is permitted for classes offered by Gaiwan Ceramics, provided that registration and a waiver are completed in person at one of our studios and signed by a parent or legal guardian.

We offer classes, coaching sessions, workshops, events, and other services collectively referred to as the “Gaiwan Ceramics Services.” For clarification, the Gaiwan Ceramics Services include any and all classes and events held at our studio locations, including but not limited to the studio located at 8304 Professional Hill Dr, 2nd Floor, Fairfax, VA 22031, USA.

No individual under the age of 18 may participate in the Gaiwan Ceramics Services, except as follows:

- Minors aged 5–15 may participate if accompanied by a parent or legal guardian who is present during the session.
- Minors aged 16–17 may participate with the written permission of a parent or legal guardian.

Permission to Access the Websites

You are granted permission to lawfully access and use the Websites, along with the information, materials, products, and services available on them, solely to the extent necessary for your personal, non-commercial use. This permission allows you to display, download, archive, and print portions of the Websites on a temporary basis, provided that: (i) you do not modify the materials in any way, and (ii) you retain all copyright and other proprietary notices included in the materials.

Wix

Our web store located at www.gaiwanceramics.com is hosted by Wix.com Ltd.. They provide us with an online e-commerce platform that allows us to sell our products to you. When you purchase a product through www.gaiwanceramics.com, Wix processes all payments. Wix is operated by a third party and is governed by a separate terms of use and privacy policy. You should familiarize yourself with Wix’s privacy policy if you choose to purchase a product through the www.gaiwanceramics.com. The Wix Privacy Policy is found at: <https://www.wix.com/about/privacy> .

Changes to the Websites or the Terms

We may, at any time and without prior notice, make changes or improvements to the items, services, and features available on the Websites. Additionally, we reserve the right, at our sole discretion, to revise or update these Terms. Any revised Terms will be posted on the Websites and will become effective immediately upon posting. We also reserve the right to modify, suspend, or discontinue one or both of the Websites (or any part or content thereof) at any time without prior notice. We are not liable to you or any third party for any such modification, suspension, or discontinuation.

It is your responsibility to review the most current version of these Terms before using the Websites to ensure you agree to any revisions. If you do not agree with the revised Terms, you must immediately discontinue all use of and access to the Websites. By continuing to use the Websites after any changes are posted, you are deemed to have accepted the revised Terms.

The products and services displayed on the Websites are subject to ongoing updates and changes. As a result, certain items or services may not be available for purchase at any given time. We are not responsible to you or any other party if an item or service displayed on the Websites is unavailable for purchase. Furthermore, prices for products and services are subject to change without prior notice.

Accuracy, Completeness, and Timeliness of Website

We are not responsible for any inaccuracies, incompleteness, or lack of currency in the information provided on the Websites. We make no representations or warranties regarding the accuracy, completeness, or usefulness of the information available on the Websites. All materials on the Websites are provided for general informational purposes only and should not be relied upon as the sole basis for making decisions. Any reliance you place on the materials on the Websites is done at your own risk.

Linking to Other Websites

You may link to the homepages of either or both of the Websites provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. However, you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

Errors Inaccuracies and Omissions

From time to time, information on our Websites may contain typographical errors, inaccuracies, or omissions related to product descriptions, pricing, promotions, offers, shipping charges, transit times, and availability. We reserve the right to correct any such errors, inaccuracies, or omissions, and to update or change information or cancel orders if any information on the Websites is found to be inaccurate, at any time and without prior notice (including after an order has been submitted).

We are under no obligation to update, amend, or clarify information on the Websites, including but not limited to pricing information, except as required by law. No specified update or refresh date applied to the Websites should be taken to indicate that all information has been modified or updated.

Fees

You acknowledge that fees are charged for Gaiwan Ceramics Services, and we reserve the right to modify these fees at our sole discretion and without prior notice. If your membership is terminated due to a violation of these Terms or our Privacy Policy, you will not be entitled to a refund for any unused portion of your membership or other fees.

Products or Services

Certain products or services may be available exclusively online through one or more of the Websites. These products or services may have limited quantities and are subject to return or exchange only in accordance with our Return Policy.

We strive to display the colors and images of our products as accurately as possible. However, we cannot guarantee that the display of colors on your computer monitor or device will be accurate.

All product descriptions and pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product or service at any time. Any offer for a product or service on the Websites is void where prohibited by law.

We reserve the right to refuse any order placed with us. At our sole discretion, we may limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed using the same customer account, credit card, and/or billing or shipping address. If we make changes to or cancel an order, we will attempt to notify you using the email address, billing address, or phone number provided at the time of the order.

We also reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

Your Responsibility

By using the Website, you affirm that either:

- A. Your physician has specifically approved your participation in the particular classes or activities offered through the Website; or
- B. All of the following statements are true:
 - a. No physician has ever informed you that you have a heart condition or that you should only perform physical activities recommended by a physician;
 - b. You have never experienced chest pain during physical activity;
 - c. You have not experienced chest pain when not engaged in physical activity within the past several months;
 - d. You have never lost balance due to dizziness or lost consciousness;
 - e. You do not have a bone or joint problem that could be aggravated by changes in physical activity;

- f. Your physician is not currently prescribing medications for your blood pressure or heart condition;
- g. You do not have a history of high blood pressure, and no one in your immediate family has a history of high blood pressure or heart problems; and
- h. You are not aware of any other medical condition or reason that would prevent you from safely participating in physical activity.

You represent that all information, data, and other materials you provide on the Websites or to us through any other means are true, accurate, and complete. You are responsible for updating and correcting the information you provide as necessary.

You agree not to use the Websites for any of the following purposes:

- A. To violate any local, state, national, or international law;
- B. To interfere with or disrupt the servers or networks connected to the Websites, or to disobey any requirements, procedures, policies, or regulations of networks connected to the Websites;
- C. To infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- D. To harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate against anyone based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- E. To submit false or misleading information;
- F. To upload or transmit viruses or any other type of malicious code that may affect the functionality or operation of the Websites, related websites, other websites, or the Internet;
- G. To collect or track the personal information of others without consent;
- H. To engage in any obscene or immoral activity; or
- I. To interfere with or circumvent the security features of the Websites, related websites, other websites, or the Internet.

Without our prior written consent, you may not:

- A. Allow, enable, or support the transmission of mass unsolicited commercial advertising or solicitations via email (spam);
- B. Use any high-volume, automated, or electronic means (including but not limited to robots, spiders, scripts, or other automated devices) to monitor or copy our web pages or their content;
- C. Link or deep-link to the Websites for any purpose other than as described in these Terms; or
- D. Frame the Websites, place pop-up windows over their pages, or otherwise affect the display or functionality of the Websites.

If you choose or are provided with a username, password, or any other security-related information as part of our procedures, you must treat such information as confidential and must

not disclose it to any other person or entity. Your account is personal to you, and you agree not to provide any other person with access to the Websites or any portions thereof using your username, password, or other security credentials. You agree to notify us immediately of any unauthorized access to your account, unauthorized use of your security credentials, or any other breach of security. You also agree to log out from your account at the end of each session and to take precautions, particularly when using a public or shared computer, to prevent unauthorized access to your account or viewing of your personal information.

You agree not to reverse engineer, decompile, disassemble, or tamper with any security features, usage rules, or other protective measures applied to the Websites. Except as expressly permitted in these Terms, you agree not to use any of our content, including music, in a manner that infringes upon the intellectual property rights or other rights of Gaiwan Ceramics, Little Joys LLC, or any third party.

You acknowledge that you are authorized to use our content solely for your personal, non-commercial use. You are not authorized to reproduce, distribute, or offer our content—whether in physical or digital form—through sale, rental, lease, or lending to any person.

You acknowledge and agree that Gaiwan Ceramics, Little Joys LLC, and our licensors of sound recordings and the musical works embodied within them may, at their sole discretion, remove music content from the service at any time without prior notice or liability to you.

We reserve the right to disable your account or any associated username, password, or other identifier, at our sole discretion, for any reason, including if, in our opinion, you have violated any provision of these Terms. If we believe you have breached these Terms, we may immediately terminate your use of and access to the Websites without prior notice.

Limitation of Liability

You agree that under no circumstances shall Gaiwan Ceramics, its directors, officers, employees, affiliates (including but not limited to Little Joys LLC), agents, contractors, interns, suppliers, service providers, or licensors be liable to you or any other person for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind. This includes, without limitation, damages for personal injury, death, loss of livelihood, loss of enjoyment, pain and suffering, emotional distress, loss of future earnings, goodwill, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any other damages. Such damages may arise from accessing, using, printing, copying, or downloading materials from the Websites, any linked or third-party website, or from any products or services procured through the Websites. Additionally, this includes any claims related to errors or omissions in any content or any loss or damage of any kind incurred as a result of your use of the Websites or any content, product, or service made available through the Websites, even if we have been advised of the possibility of such damages.

Gaiwan Ceramics' total cumulative liability to you or any other party for any claims, demands, or actions arising out of or relating to the Websites, any products or services purchased through the Websites, or these Terms, shall not exceed five hundred dollars (\$500.00). Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

In no event shall Gaiwan Ceramics be liable for any personal injury, including death, arising from your use or misuse of the Websites, their content, or any Gaiwan Ceramics services. Any claims made in connection with your use of the Websites or their content must be filed within one (1) year from the date on which the event giving rise to such claims occurred. All remedies provided herein are exclusive and limited to those expressly outlined in these Terms.

By using Gaiwan Ceramics services, including but not limited to attending classes, events, activities, and other programs offered by us, or using our studio facilities and equipment, you acknowledge, on behalf of yourself, your heirs, personal representatives, and assigns, that there are inherent risks and dangers associated with the physical nature of these programs. You voluntarily choose to participate in these activities and acknowledge that we strongly recommend consulting with a physician before commencing any classes or using Gaiwan Ceramics services.

By participating in any Gaiwan Ceramics services, you acknowledge that you have been fully informed of the risks associated with these physical activities, including but not limited to abnormal blood pressure, fainting, heart attack, or death. You assume all risks for your health and well-being and fully release and hold harmless Gaiwan Ceramics, its affiliates (including but not limited to Little Joys LLC), instructors, members, and employees from any responsibility, costs, or damages.

Furthermore, you acknowledge that you, and any minor under your care, fully release Gaiwan Ceramics, its affiliates, instructors, members, and employees from any liability related to your use of the Websites or participation in any Gaiwan Ceramics services.

Indemnification

You, and any minor under your care, agree to indemnify, defend, and hold harmless Gaiwan Ceramics, its parent company, subsidiaries, affiliates (including but not limited to Little Joys LLC), partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees (collectively, the "Indemnified Parties") from and against any and all claims, demands, liabilities, damages, losses, costs, expenses, and fees (including reasonable attorneys' fees) arising out of or related to:

- A. Your breach of these Terms or any documents incorporated by reference;
- B. Your violation of any applicable law, regulation, rule, or order in connection with your use of the Websites;
- C. Your violation of any rights of a third party, including intellectual property rights, privacy rights, or other proprietary rights;

- D. Your unauthorized or unlawful use of the Websites; and
- E. Any damage, injury, or harm caused by you during your participation in Gaiwan Ceramics Services.

This obligation to indemnify extends to all claims and liabilities that the Indemnified Parties may incur as a result of your actions or omissions, whether intentional or negligent.

Intellectual Property

Unless otherwise stated, the Websites, including their design, text, content, element selection and arrangement, organization, graphics, compilation, magnetic translation, digital conversion, and all related matters, are protected under applicable copyright, trademark, and other proprietary laws, including but not limited to those of the United States. All rights therein are the exclusive property of Gaiwan Ceramics or are used with the permission of the respective rights owner.

You acknowledge that Gaiwan Ceramics owns all rights, title, and interest in and to all information on the Websites, as well as all underlying software and technology, including, without limitation, all Intellectual Property Rights. In cases where material is included with the permission of the rights owner, such rights remain with the original owner. "Intellectual Property Rights" refers to all existing and future rights under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any other proprietary rights, as well as any applications, renewals, extensions, or restorations thereof, worldwide.

Trademarks

Certain names, logos, and other materials displayed on the Websites constitute trademarks, trade names, service marks, or logos ("Marks") of Gaiwan Ceramics or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated with them remains the exclusive property of Gaiwan Ceramics or the respective entities.

Copyrights; Restrictions on Use

The content provided through the Websites, including but not limited to text, databases, software, code, music, sound, photos, and graphics ("Our Content"), is:

- A. Copyrighted by Gaiwan Ceramics and/or its licensors (including but not limited to Little Joys LLC) under United States and international copyright laws;
- B. subject to other intellectual property and proprietary rights and laws; and
- C. owned by Gaiwan Ceramics or its licensors.

Except as expressly permitted by these Terms, you agree not to copy, modify, reproduce, republish, post, transmit, sell, offer for sale, perform, display, or redistribute Our Content without prior written permission from us or the applicable licensors. You must comply with all copyright notices, information, and restrictions contained in or attached to any of Our Content.

Disclaimer of Warranties

You agree that we may, at any time and without notice to you, remove either of the Websites for an indefinite period or delete them entirely.

You expressly acknowledge and agree that your use of, or inability to use, the Websites is at your sole risk. When accessing the Websites, you do so via a medium beyond our control. As a result, we assume no liability for any delays, failures, interruptions, or corruption of data or other information transmitted in connection with your use of the Websites. You, not Gaiwan Ceramics, are solely responsible for all costs associated with any necessary maintenance, repair, or correction arising from your use of the Websites. Furthermore, we do not assume liability for your use of any third-party website linked to the Websites.

Access to the Websites, their content, and the products and services available through them are provided on an "as is" and "as available" basis. To the fullest extent permitted by law, Gaiwan Ceramics disclaims all warranties, whether express or implied, statutory or otherwise, including but not limited to:

- Implied warranties of merchantability, non-infringement of third-party rights, title, and fitness for a particular purpose;
- Warranties arising by course of dealing or custom of trade;
- Any warranties regarding the accuracy, completeness, correctness, or timeliness of the information provided on or through the Websites;
- Warranties regarding the quality, security, or uninterrupted access to the Websites, including whether the Websites will be free from viruses, unauthorized code, or other harmful components.

Gaiwan Ceramics makes no representations or warranties regarding:

- A. The accuracy, completeness, or timeliness of information provided on the Websites;
- B. The quality or security of the Websites, including protection from harmful elements such as viruses or unauthorized code;
- C. The inability to access the Websites, their content, or to purchase items displayed on the Websites.

You are responsible for taking all precautions you deem necessary or advisable to protect yourself against claims, damages, losses, or hazards that may arise from your use of the Websites.

These Terms provide specific legal rights, and you may also have other rights that vary depending on your jurisdiction. Some jurisdictions do not allow the exclusion of implied warranties or certain types of limitations or exclusions of liability. Accordingly, some of the limitations and exclusions set forth herein may not apply to you. In jurisdictions where limitations and exclusions are permitted only under specific conditions, the limitations and exclusions herein shall apply to the fullest extent allowed by applicable law.

Severability

If any provision of these Terms is found to be unlawful, void, or unenforceable, that provision shall be enforceable to the fullest extent permitted by applicable law. The unenforceable portion will be deemed severed from these Terms, and such a determination will not affect the validity or enforceability of the remaining provisions.

No Extraterritoriality

Gaiwan Ceramics is based in Virginia, United States of America, and makes no representations or claims that the Websites are appropriate for use or accessible by individuals residing outside the United States. We do not represent that the Websites or their content are lawful, appropriate, or permissible in any nation, state, province, or other jurisdiction where you reside, conduct business, or are incorporated. Access to the Websites is prohibited from jurisdictions where the Websites or their content is illegal.

Individuals who choose to access the Websites do so at their own initiative and are solely responsible for compliance with all applicable laws. You may not use or export any products or content from the Websites in violation of U.S. export laws and regulations or the export laws of any other country. If you access the Websites from outside the United States, you do so at your own risk and are solely responsible for compliance with the laws of your jurisdiction.

Assignment

We may assign these Terms, in whole or in part, at our sole discretion. You may not assign or transfer your rights under these Terms without our prior written consent. Any attempt to assign your rights without our consent will be deemed null and void.

Headings

The section headings in these Terms are provided for convenience only and do not modify, enlarge, or restrict the meaning or interpretation of any provisions contained herein.

Termination

You agree that we, at our sole discretion, may terminate your access to and use of the Websites at any time and for any reason, without prior notice, including but not limited to situations where we believe you have violated or acted inconsistently with the letter or spirit of these Terms. Further, you agree that we shall not be liable to you or any third party for any termination of your access to the Websites.

Waiver / Entire Agreement

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is determined to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of that

provision will not affect the validity of the remaining provisions, which will remain in full force and effect.

These Terms, together with our Privacy Policy and any additional policies or operating rules posted by us on the Websites, constitute the entire agreement and understanding between you and us regarding your use of the Websites. They supersede any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us, including any prior versions of these Terms.

Additionally, these Terms, along with our Privacy Policy, any other legal notices published on the Websites or in our studio, and any waivers or agreements signed in the studio, represent the entire agreement concerning the Gaiwan Ceramics Services. Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

Governing Law and Jurisdiction

These Terms, and any disputes or claims arising out of or in connection with them, including any claims involving Gaiwan Ceramics, its parents, subsidiaries, affiliates, officers, directors, employees, consultants, agents, or other partners, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law provisions.

You agree to submit to the jurisdiction of the courts located in the Commonwealth of Virginia for the resolution of any disputes or claims arising out of or relating to these Terms or the Websites. Additionally, you irrevocably waive:

- A. Any objections to the venue of such courts;
- B. Any claim that such proceedings are brought in an inconvenient forum; and
- C. Any objection to the court's jurisdiction over you in connection with any such claims or disputes.

Survivability and Reservation of Rights

The following provisions of these Terms shall survive termination or expiration for any reason:

Limitation of Liability, Disclaimer of Warranties, Termination, Indemnification, and Governing Law and Jurisdiction.

We reserve all rights not expressly granted to you in these Terms.

Arbitration

At our sole discretion, we may require you to submit any disputes arising from these Terms or your use of the Gaiwan Ceramics Services to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association, applying Virginia law.

Contact Information

For questions or concerns about these Studio Terms and Conditions, please contact us:

- **Email:** contact@gaiwanceramics.com
- **Mail:** Little Joys LLC 3009 Eskridge Rd. Fairfax, VA 22031

These Studio Terms and Conditions are effective as of January 1, 2025.

Health and Safety

Health and Safety Policy

The health and safety of everyone in the studio are our highest priority. This policy outlines the rules and guidelines designed to create a safe working environment for all members, staff, and visitors. Compliance with these policies is mandatory. Your safety and physical wellbeing are of primary importance to us. If recovering from injury or illness, notify the instructor prior to class start time. You will not be refunded for your class in such circumstances. You agree that we are in no way responsible for the safekeeping of your personal belongings while you are present in the studio. You assume all risk of loss for any of your personal belongings. Gaiwan Ceramics is owned and operated by Little Joys LLC, dba Gaiwan Ceramics ("Gaiwan Ceramics").

You should consult your physician or other healthcare professional before participating in Gaiwan Ceramics classes or any other program to determine if it is suitable for your needs. This is especially important if you or your family have a history of high blood pressure, heart disease, or other medical conditions, or if you have ever experienced chest pain during exercise, smoke, have high cholesterol, or have a bone or joint problem that could be exacerbated by changes in physical activity. Do not use Gaiwan Ceramics services if your physician or healthcare provider advises against it.

If you experience faintness, dizziness, pain, or shortness of breath at any time while practicing, you should stop immediately and seek medical attention.

The Websites and the services offered through them may include general health information provided for informational purposes only. Nothing stated or posted on the Websites constitutes medical or professional advice, including but not limited to psychiatry, psychology, psychotherapy, nutrition care, treatment, instructions, diagnosis, prognosis, or advice. You should not rely on any information available on the Websites as a substitute for professional medical advice, diagnosis, or treatment.

If you have any concerns or questions about your health, always consult your physician or other qualified healthcare professional. Never disregard, avoid, or delay obtaining medical advice because of something you have read or heard on the Websites. Any reliance on the information provided on the Websites is solely at your own risk.

If you are in the United States and believe you are experiencing a medical or health emergency, call your healthcare professional or dial 911 immediately.

Contact Information

For questions or concerns about these Studio Terms and Conditions, please contact us:

- Email: contact@gaiwanceramics.com

- **Mail:** Little Joys LLC 3009 Eskridge Rd. Fairfax, VA 22031

This Health and Safety Policy is effective as of January 1st, 2025.

Photo and Artwork Release

Photo and Artwork Release Policy

Introduction

The Photo and Artwork Release Policy outlines the terms under which Gaiwan Ceramics, which is owned and operated by Little Joys LLC, dba Gaiwan Ceramics ("Gaiwan Ceramics"), may use photographs, videos, and images of participants, their artwork, and studio activities. By participating in studio programs, you acknowledge and agree to these terms.

Consent for Photography and Videography

Certain Gaiwan Ceramics classes, workshops, or resident ceramics sessions may be filmed, and the recordings of such sessions may be stored and made available for viewing upon request. By attending classes, workshops, events, or using the studio, participants grant Gaiwan Ceramics permission to photograph or record them and their artwork. These photographs and videos may be used for promotional purposes, including but not limited to: Social media posts, Studio brochures and flyers, Website galleries and marketing materials, Newsletters and other advertising platforms.

By participating in a Gaiwan Ceramics class, and in exchange for good and valuable consideration, the receipt and sufficiency of which you hereby acknowledge, you grant Gaiwan Ceramics, Little Joys LLC, and their affiliates, successors, licensees, agents, and assigns (collectively, the "Authorized Parties") the perpetual, worldwide, and irrevocable right to: film, record, live stream, edit, playback, digitize, modify, create derivative works, display, publicly perform, transmit, broadcast, reproduce, sell, rent, license, or otherwise use the recordings of the classes you participate in (the "Recordings"), as well as your appearance, voice, name, and/or likeness (the "Materials"), in any medium or format, now existing or hereafter created, without further consent, royalty, payment, or compensation to you.

You agree that Gaiwan Ceramics shall exclusively own all rights, title, and interest in and to the Recordings and Materials, including all copyrights and other intellectual property rights therein, in perpetuity. You irrevocably waive all claims to "moral rights" in the Recordings and Materials in any jurisdiction.

Gaiwan Ceramics has no obligation to use the Recordings or Materials and may choose not to do so at its sole discretion. You acknowledge and agree that you have no right to review or approve the Recordings or the use of the Materials before their use by Gaiwan Ceramics, Little Joys LLC, or any Authorized Party, and Gaiwan Ceramics shall not be liable to you for any editing, alteration, distortion, or other effects applied to the Recordings or Materials.

To the fullest extent permitted by law, you irrevocably waive all legal and equitable claims against the Authorized Parties, including but not limited to:

- Claims of copyright or trademark infringement,
- Infringement of moral rights,

- Libel or defamation,
- Invasion of privacy or rights of publicity,
- Physical or emotional injury or distress, or
- Any other claims arising out of the use, editing, or exploitation of the Recordings or Materials in any medium or format.

Scope of Use

Gaiwan Ceramics may use the images or recordings indefinitely, unless otherwise specified by the participant. Images may be edited, cropped, or modified as needed for promotional purposes, while maintaining the integrity of the participant's work. The studio will not sell or distribute images or videos to third parties for commercial purposes without explicit permission.

Opt-Out Option

Participants who do not wish to have their image or artwork used must notify the studio in writing. The opt-out request must be submitted prior to participating in any studio activity where photography or videography is likely to occur.

Ownership of Artwork

Participants retain full ownership and copyright of their artwork. The studio's use of images featuring the artwork does not transfer any rights or ownership of the artwork to the studio.

Recognition and Attribution

Where appropriate, Gaiwan Ceramics will provide credit to the artist for images of their artwork used in promotional materials. Participants may request specific attribution details or opt out of having their name displayed alongside their artwork.

Liability and Compensation

Participants agree that they will not receive compensation, royalties, or fees for the use of their image or artwork by the studio. The studio is not liable for any unauthorized use of photographs or videos by third parties who may access them through public platforms.

Studio-Initiated Requests

The studio may occasionally request participants' explicit consent for high-profile campaigns or special projects requiring specific imagery. Participants have the right to decline such requests without affecting their participation in studio activities.

Updates to the Policy

This Photo and Artwork Release Policy may be updated periodically. Updates will be communicated to participants and posted prominently in the studio.

Contact Information

For questions or concerns about these Studio Terms and Conditions, please contact us:

- **Email:** contact@gaiwanceramics.com
- **Mail:** Little Joys LLC 3009 Eskridge Rd. Fairfax, VA 22031

This Photo and Artwork Release Policy is effective as of January 1st, 2025.

Cancellation and Refund

Cancellation and Refund Policy

Introduction

The Cancellation and Refund Policy outlines the terms for canceling classes, workshops, memberships, and other services at Gaiwan Ceramics. By engaging with our studio, you agree to these terms and conditions.

General Cancellation Guidelines

- Cancellations must be made in writing via email or through the studio's designated cancellation system.
- Refunds or credits will only be issued in accordance with the timelines and conditions outlined below.
- The studio reserves the right to cancel classes or workshops due to unforeseen circumstances, in which case affected participants will be offered a full refund or rescheduling option.

Studio Pass Cancellations

- **By Participants:**
 - Cancellations made at least 24 hours before the scheduled start time are eligible for a full refund or credit toward future classes or workshops.
 - Cancellations made less than 24 hours before the scheduled start time are not eligible for a refund.
 - No-shows will not be refunded or credited.
- **By Studio:**
 - If a studio session is canceled by the studio, participants will receive a full refund or the option to reschedule.

Workshop/Event Cancellations

- **By Participants:**
 - Cancellations made at least 24 hours before the scheduled start time are eligible for a full refund or credit toward future classes or workshops.
 - Cancellations made less than 24 hours before the scheduled start time are not eligible for a refund.
 - No-shows or late clients will not be refunded or credited.
- **By Studio:**
 - If a studio session is canceled by the studio, participants will receive a full refund or the option to reschedule.

Special Events and Private Bookings

- Deposits for special events or private bookings are non-refundable unless cancellation is made at least [Insert Timeframe, e.g., 14 days] in advance.
- Cancellations made within [Insert Timeframe] of the event date may be eligible for partial refunds at the studio's discretion.
- Rescheduling options may be offered depending on availability.

Refund Processing

- Refunds will be processed within 10 business days of the cancellation request.
- Refunds will be issued to the original payment method unless otherwise arranged.

Exceptions

- Exceptions to this policy may be made at the studio's discretion in cases of emergencies or extenuating circumstances. Requests for exceptions must be submitted in writing.

No Refunds for Policy Violations

- Refunds will not be granted to individuals who are removed from classes, workshops, or memberships due to violations of studio policies, including the Code of Conduct.

Studio-Initiated Changes

- In the event of schedule changes initiated by the studio, participants will be notified promptly and offered a refund or rescheduling option.

Updates to the Policy

This Cancellation and Refund Policy may be updated periodically to reflect changes in studio operations. Updates will be communicated to participants and posted prominently in the studio.

10. Contact Information

For questions or concerns regarding this Cancellation and Refund Policy, please contact us:

- **Email:** [Insert Email Address]
- **Phone:** [Insert Phone Number]
- **Mail:** [Insert Mailing Address]

Contact Information

For questions or concerns about these Studio Terms and Conditions, please contact us:

- **Email:** contact@gaiwanceramics.com
- **Mail:** Little Joys LLC 3009 Eskridge Rd. Fairfax, VA 22031

This Cancellation and Refund Policy is effective as of January 1, 2025.