

IMMORTAL ENGRAVING COMPANY

PRIVACY POLICY & TERMS OF SERVICE

Effective Date: September 13, 2026

Welcome to Immortal Engraving Company. These Terms of Service and Privacy Policy (“Terms”) govern your use of our website, purchase of our products, submission of artwork or other materials, and interactions with Immortal Engraving Company (“Immortal Engraving,” “we,” “us,” or “our”).

By accessing our website, submitting an order, or purchasing a product, you acknowledge and agree to these Terms.

TERMS OF SERVICE

1. Products and Services

Immortal Engraving Company provides engraved, personalized, commemorative, decorative, and other custom products.

Because many of our products are individually manufactured or engraved, slight variations may occur between website images, digital renderings, proofs, and finished products.

Variations in engraving depth, finish, color, texture, polishing, patina, positioning, material appearance, and other characteristics that are inherent to the manufacturing or engraving process are not necessarily considered defects.

2. Custom and Personalized Orders

Customers are responsible for reviewing all information submitted with an order, including:

- Names
- Dates
- Spelling
- Numbers
- Logos
- Artwork
- Photographs
- Engraving instructions
- Personalization details

Once production or engraving has begun, custom or personalized orders generally cannot be changed or canceled.

Immortal Engraving Company is not responsible for errors contained in information, artwork, text, or instructions supplied or approved by the customer.

3. Proofs and Design Approval

For certain custom orders, we may provide a digital proof, rendering, mockup, or design for customer approval.

When customer approval is requested, production may not begin until approval is received.

Approval of a proof constitutes authorization to manufacture the product substantially according to the approved design.

Customers are responsible for carefully reviewing spelling, layout, dates, names, artwork, and other design elements before approval.

Minor differences between a digital rendering and the finished engraved product may occur because of material characteristics, engraving processes, polishing, finishing, lighting, and other production variables.

4. Customer-Supplied Artwork and Content

Customers may submit photographs, logos, artwork, text, graphics, trademarks, or other materials for engraving.

By submitting such materials, you represent and warrant that you own the material or have sufficient permission, license, or legal authority to reproduce and use it for the requested product.

You agree that Immortal Engraving Company may reproduce, modify, resize, convert, trace, simplify, crop, or otherwise process submitted material as reasonably necessary to produce the requested product.

You agree to be responsible for claims arising from materials you provide that infringe another person's copyright, trademark, privacy, publicity, or other rights.

5. Right to Refuse Orders

Immortal Engraving Company reserves the right to decline or cancel an order when reasonably necessary, including orders involving unlawful material, intellectual-property concerns, fraudulent activity, technical or production limitations, abusive conduct, or other circumstances that make fulfillment inappropriate or impractical.

If we cancel an order before production because we cannot fulfill it, amounts paid for the unproduced portion of the order will generally be refunded.

6. Pricing and Payment

Prices are listed in U.S. dollars unless otherwise stated.

Payment is due according to the terms displayed at checkout or otherwise agreed upon in writing.

We reserve the right to change product pricing at any time. Price changes will not ordinarily affect completed purchases that have already been accepted and paid for.

If a website, pricing, or technical error results in a materially incorrect price, we reserve the right to cancel the affected transaction and issue a refund rather than fulfill the order at the erroneous price.

Applicable taxes and shipping charges, if any, will be shown during checkout or otherwise communicated to the customer.

7. Production Times

Production times displayed or communicated to customers are estimates unless we expressly guarantee a completion date in writing.

Custom engraving can be affected by order volume, equipment availability, material availability, design complexity, shipping delays, and other circumstances.

We will make reasonable efforts to complete orders within the estimated timeframe but cannot guarantee estimated production dates.

8. Shipping and Delivery

Customers are responsible for providing a complete and accurate shipping address.

Immortal Engraving Company is not responsible for delays caused by shipping carriers, weather, incorrect addresses, delivery interruptions, or other circumstances outside our reasonable control.

Risk associated with carrier loss or damage will be handled according to applicable law and the shipping service used. Customers should contact us promptly regarding packages that arrive damaged or appear to be lost so that we can determine the appropriate remedy or carrier claim.

9. Returns, Refunds, and Cancellations

Because personalized and custom-engraved products are manufactured specifically for an individual customer, they generally cannot be returned or exchanged simply because the customer changes their mind.

Custom or personalized products may be eligible for replacement, correction, or another appropriate remedy if:

- We engraved information differently from the customer's approved design or instructions;
- The product contains a manufacturing defect; or
- The wrong product was shipped.

Customers should contact us promptly after receiving an order if there is a problem and provide photographs when reasonably requested.

We reserve the right to determine the appropriate remedy based on the circumstances and applicable law.

Nothing in these Terms eliminates any rights or remedies that cannot legally be waived.

10. Limited-Edition Products and Preorders

Certain products may be sold as limited editions, preorders, or made-to-order items.

A preorder reserves a product that may not yet be manufactured or available for immediate shipment. Estimated production and shipping dates are not guarantees unless expressly stated otherwise.

Availability may be limited, and products may sell out.

If we are unable to fulfill a prepaid preorder, we will provide an appropriate refund for the unfulfilled product.

11. Intellectual Property

Unless otherwise indicated, website content and original designs created by Immortal Engraving Company—including original graphics, product photographs, branding, logos, layouts, and original engraving artwork—are owned by or licensed to Immortal Engraving Company and are protected by applicable intellectual-property laws.

Purchasing a physical product does not automatically transfer copyright or other intellectual-property rights in the underlying design.

You may not reproduce, manufacture, commercially distribute, or sell our proprietary designs without permission.

Customer-owned artwork remains subject to the customer's or applicable third party's existing intellectual-property rights.

12. Product Photography and Portfolio Use

Unless otherwise agreed, Immortal Engraving Company may photograph products that we manufacture and may use photographs of our workmanship for our website, portfolio, advertising, or social-media content.

We will use reasonable care not to intentionally publish sensitive personal information supplied solely for fulfillment.

Customers may request that a highly personal custom order not be used for promotional purposes by contacting us.

13. Website Accuracy

We attempt to provide accurate product descriptions, images, pricing, dimensions, and other information.

However, occasional errors may occur.

Product photographs and computer displays may not perfectly represent the appearance, finish, color, depth, or texture of a physical engraved product.

We reserve the right to correct website errors and update information.

14. Prohibited Use

You may not use our website or services to:

- Violate applicable laws;
- Engage in fraud;
- Interfere with website security or operation;
- Submit malicious software or code;
- Infringe intellectual-property rights;
- Impersonate another person;
- Attempt unauthorized access to systems or information; or
- Use our services for otherwise unlawful purposes.

15. Disclaimer of Warranties

To the extent permitted by applicable law, our website and products are provided subject to the warranties expressly stated by us, if any, and applicable warranties that cannot legally be excluded.

We do not guarantee that our website will operate continuously or without errors.

16. Limitation of Liability

To the fullest extent permitted by applicable law, Immortal Engraving Company will not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages arising from use of our website or products.

To the fullest extent permitted by law, our aggregate liability relating to a particular purchase will not exceed the amount paid to Immortal Engraving Company for the product or order giving rise to the claim.

This limitation does not apply where liability cannot legally be limited or excluded.

17. Indemnification

To the extent permitted by law, you agree to indemnify and hold harmless Immortal Engraving Company from third-party claims, damages, or reasonable costs arising from materials you submit for reproduction, your unlawful use of our services, or your violation of another person's intellectual-property or other legal rights.

18. Governing Law

These Terms are governed by the laws of the State of Idaho, without regard to conflict-of-law principles, except where applicable law requires otherwise.

Any dispute shall be handled in an appropriate court with jurisdiction under applicable law.

19. Changes to These Terms

We may modify these Terms periodically.

Changes will become effective when the updated Terms are posted on our website with a revised effective date, except where additional notice is required by law.

Terms applicable to a completed purchase will generally be those in effect when the transaction occurred.

PRIVACY POLICY

20. Information We Collect

We may collect information you voluntarily provide, including:

- Name
- Billing address
- Shipping address
- Email address
- Telephone number
- Order history
- Customization instructions
- Photographs
- Artwork
- Logos
- Communications with us
- Payment-related information necessary to complete transactions

Our website may also automatically collect technical information such as IP address, browser type, device information, website activity, referring pages, approximate location, cookies, and similar information.

21. How We Use Information

We may use collected information to:

- Process and fulfill orders;
- Produce personalized products;
- Process payments and refunds;
- Ship orders;
- Provide order updates;
- Respond to customer inquiries;
- Provide customer service;
- Maintain transaction and tax records;
- Improve our products and website;
- Prevent fraud and abuse;
- Maintain website security;
- Comply with legal requirements; and
- Send promotional communications where permitted by law and consistent with your communication preferences.

22. Payment Processing

Payments may be processed through third-party payment providers.

Immortal Engraving Company does not necessarily receive or retain complete credit or debit card information.

Payment providers process information according to their own privacy policies and security procedures.

23. Website Hosting and Third-Party Services

Our website may use Wix and other third-party providers for website hosting, e-commerce, payments, analytics, shipping, communications, security, and related business functions.

These providers may process customer information when necessary to perform services on our behalf.

24. Cookies and Analytics

Our website may use cookies and similar technologies to:

- Operate website features;
- Remember preferences;
- Analyze website traffic;
- Improve performance;
- Maintain security; and
- Support marketing or advertising functionality.

Customers may be able to control cookies through their browser or website cookie settings. Disabling certain cookies may affect website functionality.

25. Sharing of Information

We do not sell personal information for money.

We may share information with service providers when reasonably necessary to operate our business, including payment processors, website providers, shipping carriers, analytics providers, communications services, and professional advisers.

Information may also be disclosed when reasonably necessary to comply with law, respond to legal process, prevent fraud, protect our rights or customers, or complete a sale or transfer of the business.

26. Custom Artwork and Photographs

Customer-supplied artwork, photographs, logos, and other materials may be retained as reasonably necessary to complete orders, provide customer service, maintain appropriate business records, or reproduce an order at the customer's request.

We do not sell customer-provided custom artwork or photographs as personal information.

27. Data Retention

We retain information for as long as reasonably necessary to fulfill orders, maintain business and tax records, resolve disputes, prevent fraud, enforce agreements, and comply with applicable legal requirements.

Retention periods may vary according to the type and purpose of the information.

28. Data Security

We use reasonable administrative, organizational, and technical measures designed to protect personal information.

However, no website, internet transmission, electronic storage system, or payment platform can be guaranteed to be completely secure.

29. Your Privacy Choices

Depending on applicable law and where you reside, you may have rights concerning access to, correction of, or deletion of certain personal information.

You may also opt out of promotional email communications by using the unsubscribe option provided in those communications, when available, or by contacting us.

We may need to verify your identity before processing certain privacy requests.

30. Children's Privacy

Our website is not directed toward children under 13.

We do not knowingly collect personal information directly from children under 13 in violation of applicable law. If we become aware that such information was improperly collected, we will take reasonable steps to delete it.

31. Third-Party Links

Our website may contain links to third-party websites.

We are not responsible for the privacy, security, or content practices of websites operated by third parties.

32. Changes to This Privacy Policy

We may update this Privacy Policy to reflect changes in our website, business practices, service providers, or applicable laws.

The current version will be posted on our website with its effective date.

CONTACT INFORMATION

Questions regarding these Terms, an order, or our privacy practices may be directed to:

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