Terms of Service

Last updated: September 29, 2026

These Terms of Service ("Terms") govern your use of Padupy.com, waitlist.padupy.com, and the related online services operated by **HeartRoot Creations, LLC** ("HeartRoot," "we," "us," or "our"). Our online store is powered by Shopify.

Please read these Terms before using our sites. If you do not agree to them, you should not use or access our services. Our [Privacy Policy] explains how we handle personal information. Additional policies identified at checkout, including our shipping and return policies, apply to store purchases.

1. Access and accounts

By signing up for the Padupy email list, creating an account, or placing an order, you represent that you are at least the age of majority where you live. Our websites, email signup, and checkout are intended for adults. If you allow a minor to view our sites on a device you own or manage, you are responsible for supervising that use. Minors should not submit personal information, join the email list, create an account, or place orders.

To use certain features or purchase products, you may be asked for information such as your name, email address, billing and shipping details, and payment information. You agree to provide information that is accurate, current, and complete, and that you are authorized to provide.

If you create an account, you are responsible for keeping your login credentials secure and for activity conducted through your account. You may not transfer, sell, assign, or allow someone else to use your account. Please contact us promptly if you believe it has been used without your permission.

2. Padupy email list

You can provide your name and email address on the Padupy waitlist page to receive welcome emails, updates, and marketing messages. Joining the list is free. It does **not** place an order, reserve a product, establish a delivery date, or guarantee availability or special pricing. You may unsubscribe from marketing emails using the link in an email. Our Privacy Policy describes how the signup information is handled.

3. Products and information on our sites

We aim to describe and display our products accurately. Colors and appearance may vary with your screen, and product descriptions, availability, and prices may change. Product pages and included

instructions provide information about a particular item and its appropriate use. Adults should review applicable product information and supervise children as appropriate.

Content on our sites is provided for general information and enjoyment. Padupy stories, activities, and products do not promise any particular educational, developmental, or emotional outcome. All descriptions of products are subject to change at any time without notice at our sole discretion. We reserve the right to discontinue any product at any time and may limit the quantities of any products that we offer to any person, geographic region or jurisdiction, on a case-by-case basis.

4. Orders and payment

Placing an order is an offer to buy the items in your cart. We may decline or cancel an order if an item is unavailable, information is inaccurate, payment cannot be completed, or we reasonably suspect fraud or misuse. If we cancel an order after payment, we will refund the amount charged for the canceled item.

Please check your order and delivery information before submitting it and contact us promptly if you need a change. Once an order enters fulfillment, we may be unable to change or cancel it. Prices and any applicable taxes and shipping charges will be shown during checkout before you place your order. You agree to use an authorized payment method and provide accurate purchase information.

You represent and warrant that your purchases are for your own personal or household use and not for commercial resale or export.

5. Shipping, returns, and refunds

Our **Shipping Policy** will describe where we ship, processing and delivery information, and what to do if a shipment has a problem. Our **Return and Refund Policy** will describe eligibility, time limits, and how to request help with an order. Delivery estimates are estimates, and we will address shipping delays and refunds as required by applicable law.

6. Our content and trademarks

Our Services, including but not limited to all trademarks, brands, text, displays, images, graphics, product reviews, video, and audio, and the design, selection, and arrangement thereof, are owned by HeartRoot Creations, its affiliates or licensors and are protected by U.S. and foreign patent, copyright and other intellectual property laws.

These Terms permit you to use the Services for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Services without our prior written consent. Except as expressly provided herein, nothing in these Terms grants or shall be construed as granting a license or other rights to you under any patent, trademark, copyright, or other intellectual property of HeartRoot Creations, Shopify or any third party. Unauthorized use of the Services may be a violation of federal and

state intellectual property laws. All rights not expressly granted herein are reserved by HeartRoot Creations.

HeartRoot Creations's names, logos, product and service names, designs, and slogans are trademarks of HeartRoot Creations or its affiliates or licensors. You must not use such trademarks without the prior written permission of HeartRoot Creations. Shopify's name, logo, product and service names, designs and slogans are trademarks of Shopify. All other names, logos, product and service names, designs, and slogans on the Services are the trademarks of their respective owners.

7. Acceptable use

You may not use our sites to break the law, infringe another person’s rights, submit fraudulent information, interfere with site security or operation, transmit malicious code, or collect information from the sites through unauthorized means. We may restrict access when reasonably necessary to protect the sites, customers, or our business.

8. Third-party services and links

Our sites use services provided by other companies, including Shopify for the store and GoHighLevel for the waitlist. Our sites may also link to websites we do not operate. Those third-party sites have their own terms and privacy practices.

We are not liable for any harm or damages related to your access of any third-party websites, or your purchase or use of any products, services, resources, or content on any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products and services should be directed to the third-party.

Sales made through our Shopify store are transactions between you and **HeartRoot Creations, LLC**. Shopify provides the store platform and is not the seller of Padupy products.

9. Feedback

If you send us an idea, suggestion, review, or other feedback, you give us permission to use it to operate, improve, and promote Padupy without payment to you. Please send only material you have the right to share. This section does not transfer ownership of a private message or override our Privacy Policy.

We may, but have no obligation to, monitor, edit or remove Feedback that we determine in our sole discretion to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

10. Disclaimers and responsibility

We work to keep our sites available and their information accurate, but online services can experience interruptions or errors. To the extent permitted by law, we do not guarantee uninterrupted access to the sites or that every item of site content will be error-free.

To the extent permitted by law, HeartRoot is not responsible for indirect or consequential losses arising from use of the sites. **Nothing in these Terms limits rights or remedies that cannot legally be limited**, including rights concerning defective products or remedies required by consumer protection law.

11. Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO CASE SHALL HeartRoot Creations, OUR PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, SERVICE PROVIDERS OR LICENSORS, OR THOSE OF SHOPIFY AND ITS AFFILIATES, BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR USE OF ANY OF THE SERVICES OR ANY PRODUCTS PROCURED USING THE SERVICES, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICES OR ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SERVICES OR ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, EVEN IF ADVISED OF THEIR POSSIBILITY.

12. Changes to these Terms

We may update these Terms as our sites and business change. We will post the revised Terms with an updated date and provide additional notice when required by law. Changes will not retroactively alter the terms of a purchase already completed.

13. Governing law

These Terms are governed by California law, except where applicable consumer law requires otherwise. Nothing in this section prevents a customer from exercising rights available under applicable law.

14. Contact

Questions about these Terms or an order can be sent to **debra@heartrootcreations.com**.