PACIFIC NORTHWEST MONUMENTS

Website Terms of Service

Conditions of using our website

1. This website promotes the business referred to on it. In these conditions, the business will be referred to as ‘we’ and/or ’our’.

2. A wide range of intellectual property rights are used in and relating to this website, including:

A. our trademarks and logos.
B. the design, text, graphics and other content of the web pages on this website, together with all the web addresses associated with those web pages; and
C. all the software used in relation to this website.

3. We are the owner or the authorized licensee of these intellectual property rights. You agree not to copy any content (including images) on this website without our consent.

About these conditions

4. If you access or use any part of this website you agree to these conditions. If you do not agree to these conditions, do not access or use this website.

5. We may change these conditions at any time without giving you notice. Please check these conditions from time to time for any changes. By continuing to use the website you agree to all the changes we make to these conditions.

Use of this website

6. We collect and use information in line with our Privacy Policy. By using this website, you agree with the way in which we collect and use your information.

7. You cannot use this website:

A. for any unlawful purpose.
B. to send spam.
C. to harm, threaten, abuse or harass another person, or in a way that invades someone's privacy or is (in our reasonable opinion) offensive or is unacceptable or damaging to us, our customers or suppliers.
D. to create, check, confirm, update or amend your own or another database, records, directories, customer lists, mailing or prospecting lists.
E. to tamper with, update or change any part of the website.
F. in a way that affects how it is run.
G. in a way that imposes an unreasonable or disproportionably large burden on us or our suppliers'
H. communications and technical systems as determined by us; or
I. using any automated means to monitor or copy the website or its content, or to interfere with or attempt to interfere with how the website works.

If you provide content for this website

8. If you provide any material to this website (for example, by providing ratings and reviews, comments, articles, or uploading any other content in any format (including video)) (each "User Content"). You agree to grant us permission, irrevocably and free of charge, to use User Content (including altering and adapting it for operational or editorial reasons) in any media worldwide, for our own marketing, research and promotional activities and our internal business purposes which may include providing the User Content with selected third-party partners, service providers, social media and networking sites.

9. You always own your User Content, and you continue to have the right to use it in any way you choose.

10. By providing any User Content to the Website you confirm that your User Content:

A. is your own original work, or that you are authorized to provide it to the Website and that you have the right to give us permission to use it for the purposes set out in these terms.
B. will not contain or promote anything illegal, harmful, misleading, abusive, defamatory (that is, it does not damage a person's good reputation) or anything else that might cause widespread offence or bring us or our business partners into disrepute.
C. does not take away or affect any other person's privacy rights, contract rights or any other rights.
D. does not contain any virus or other code that may damage, interfere with or otherwise adversely affect the operation of the Website.
E. will, if used to promote your own business or services, clearly and openly state your association with a/the business expressly.
F. f. will not contain any form of mass-mailing or spam.

11. If you do not want to grant us the permissions set out above, please do not provide any material for the Website

12. We have no obligation to publish your User Content on the Website and we retain the right to remove any User Content at any time and for any reason.

13. We do not edit, pre-vet or review any User Content displayed on the Website. If you believe that any User Content does not comply with the requirements set out in this paragraph, please notify us immediately. We will then review the User Content and, where we deem it appropriate, remove it within a reasonable time.

Disclaimers

14. You use the website at your own risk.

15. You should not rely on the website for advice.

16. As far as the relevant laws allow, we do not guarantee that:

A. there will be no problems with how you use the website; or
B. The computer or server you use to log on to the website is free of viruses or other harmful programs.

Limits to our liability

17. There is no limit to what we and the people who provide our services will be liable for if someone dies or is injured because of our negligence or because we have committed fraud.

18. Under no circumstances will we, the owner or operator of this website, or any of their group companies, employees, officers or agents, or any other organization involved in creating, producing, maintaining or distributing the website be liable for any loss of:

A. profits
B. business or business opportunities
C. savings you expect to make
D. goodwill
E. use of, or corruption to information; or
F. information.

19. If we do not keep to these conditions, they will only be liable for losses you have suffered as a direct result. We are not liable to you for any other losses whether such losses are because we have not kept to our obligations or contract, because of something we have done or not done in negligence, due to defamatory statements or liability for a product or otherwise because of:

A. using or relying on the website
B. not being able to use the website
C. any mistake, fault, failure to do something, missing information, or virus on the website or if it does not work properly because of incidents outside of our control such as (but not limited to) interruptions to communication and networks and circumstances beyond our control
D. theft, destruction of information or someone getting access to our records, programs or services without our permission
E. goods, products, services or information received through or advertised on any website which we link to from this website, or
F. any information, data, message or other material which you email, post, upload, reproduce, send, or otherwise distribute or receive using the website.

The whole agreement

20. These conditions make up the whole agreement between you and us in how you use the website. If a court decides that a condition is not valid, the rest of the conditions will still apply.

The law

21. If we are a company based in the United States: The laws of the state of Washington (without reference to its conflict of laws principles) apply to your use of the website and these conditions. We control the website from within the United States. However, you can get access to the website from other places around the world. Although, these places may have different laws from the laws of the state of Washington, by using the website you agree that the laws of the state of Washington will apply to everything relating to you using the website and you agree to keep to these laws. We have the right to take you to court in the country and/or state that you live in.

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Cookie Policy

What are cookies:

We and our business partners collect information about your use of our website through cookies. Cookies are information files stored on your computer, tablet or smartphone that help websites remember who you are and information about your visit.

Cookies can help to display the information on a website in a way that matches your interests. Most major websites use cookies.

What cookies are used on this Website:

The cookies we and our business partners use on this website are broadly grouped into the following categories:

Essential – Some of the cookies on our website are essential for us to be able to provide you with a service you have requested.
An example of this would be a cookie used to enable you to log into your account on the website or which allows
communication between your browser and the website. Our cookie preference cookie described in the section "How can I
reject or opt out of receiving cookies?" is also an essential cookie. You may not be able to use our website without these
cookies.

Analytics – We use analytics cookies to helps us understand how users engage with our website. An example is counting the number of different people coming to our website or using a particular feature, rather than the total number of times the site or feature is used. Without this cookie, if you visited the website once each week for three weeks we would count you as three separate users. We would find it difficult to analyze how well our website was performing and improve it without these cookies.

User Cookies – We use cookies to improve your experience by remembering your preferences, so we know how you like to use our website. Examples of this would be remembering you so that you are served with the same content or to remember you when you come back to the site.

Social Sharing – We use third party cookies to allow you to share content directly on the social networking/sharing sites like, but not limited or including Facebook, Twitter or Google. Examples would be if you wanted to "like" or "tweet" about us or our products or services.

Please see our "Third Party Cookies" section below for more details.

Interest-Based Advertising – You will have noticed that when you visit websites you will be shown adverts for products and services you may wish to buy. The money made by website owners for showing third party adverts on their websites often pays for the cost of running the website and therefore usually allows you to use the website without having to pay a registration or usage fee. To try and ensure that the adverts you see are relevant to you third party cookies may be used to collect information about the types of things that interest you, for example websites you visit and the geography that you are based in.

Having these cookies does not increase the number of adverts you will be shown but simply makes the adverts you see more relevant.

Please see our “Third Party Cookies” section below for more details.

How can I reject or opt out of receiving cookies?

If you do not wish cookies to be stored on your machine, you can do the following:

a. delete the cookies from your browser. Most browsers also allow you to prevent all or some cookies being stored on your machine in the future. For more information on how to delete or disable cookies from your browser please use the "help" function within your browser or alternatively visit http://www.allaboutcookies.org/

and/or

b. please note that we can’t always control third party cookies stored on your machine from our website and where this is the case you will need to visit the relevant third party’s website directly to manage cookies stored on your machine by them.

Please see our "Third Party Cookies" section below.

Please be aware that disabling cookies may impact the functionality of this website.

Third party cookies:

Some of the cookies described in the "What Cookies are used on this Website" section above are stored on your machine by third parties when you use our website. Third parties may also read cookies on your browser to collect information or to serve content or advertisements to you. We have no control over these cookies or how the third parties use them.

They are used to allow that third party to provide a service to us, for example analytics. For more information on these cookies and how to disable them, please see:

a. Internet Advertising Bureau website at http://www.youronlinechoices.com/ where you will be able to opt-out of receiving Interest-Based Advertising cookies from some of the third parties listed below

and/or

b. the third party’s individual privacy policy listed below:

Third Party: Google

Type of cookies:

A. Analytics - Google provide anonymized data about the visits made to our website.
B. User - Google use cookies to help protect your privacy and help ensure your browsing activities remain safe.
C. Social Sharing - Google also store cookies which allow the "Google" social sharing functionality.
D. Interest-Based Advertising - Google tools may also collect data for the purpose of interest-based advertising.

More information and how to opt-out: https://www.google.com/policies/technologies/cookies/

We may update this policy from time to time so you may want to check it each time you visit our website. We last changed this policy on February 21, 2025.

Terms and Conditions for SMS Communications:

By opting in to receive SMS communications from Pacific Coast Memorials, or any of its divisions or companies ("we," "us," or "our"), you agree to the following terms and conditions:

- Consent to Receive SMS - By providing your mobile phone number, you consent to receive SMS messages from Pacific Coast Memorials, or any of its divisions or companies, regarding your Memorial, Monument, Marker or other Memorial Engraving needs and any other sales or logistical inquiries, questions, and/or any additional help we can provide. Message frequency may vary based on your interactions with us.
- Message and Data Rates - Standard message and data rates may apply depending on your mobile carrier and plan. You are responsible for any charges incurred for receiving SMS messages.
- Opting Out -You may opt out of receiving SMS messages at any time by replying with "STOP" to any SMS message you receive from us. After opting out, you will receive a confirmation message, and we will cease sending SMS messages to your number.

Please note that opting out may affect your ability to receive certain types of communication.

- Help and Support - If you need assistance or have questions about our SMS service, reply with "HELP" to any SMS message you receive, or contact our customer support team at help@pacificcoastmemorials.com.
- Privacy - Your mobile phone number and other personal information will be handled in accordance with our Privacy Policy, available at (https://pacificcoastmemorials.com/docs/privacy-policy.pdf). We do not sell or share your contact information with third parties except as required by law.
- Changes to Terms - We may update these terms and conditions from time to time. Any changes will be effective when we send a new SMS message or update our terms on our website. Your continued use of the SMS service constitutes acceptance of the revised terms.
- Termination - We reserve the right to terminate or modify the SMS service at any time without prior notice.
- Liability – Pacific Coast Memorials, and its divisions and companies, is not responsible for any delays or failures in the delivery of SMS messages due to issues with your mobile carrier or other technical problems.

By opting in, you acknowledge that you have read, understood, and agree to these terms and conditions.

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