

Sugarplums and Teas Website Terms of Use

Welcome to our website. This site is maintained as a service to our customers. By using this site, you agree to comply with and be bound by these terms and conditions of use. Please review these terms and conditions carefully. If you do not agree to these terms and conditions, you should not use this site.

1. **Agreement.** This Term of Use agreement (the "Agreement") specifies the Terms and Conditions for access to and use of sugarplumsandteas.com (the "Site") and describe the terms and conditions applicable to your access of and use of the Site. This Agreement may be modified at any time by the Daddy Daughter Company LLC ("DDC") upon posting of the modified Agreement. Any such modifications shall be effective immediately. Each use by you shall constitute and be deemed your unconditional acceptance of this Agreement.
2. **Privacy.** Your visit to our site is also governed by our Privacy Policy. Please review our Privacy Policy which is available on the Site.
3. **Ownership.** All content on this Site is and shall continue to be the property of DDC and is protected under copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such content or any part of the Site is prohibited, except as expressly permitted in this Agreement. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this Site.
4. **Intended Audience.** This website is intended for adults only. This website is not intended for any children under the age of 13.
5. **Site Use.** DDC grants you a limited, revocable, nonexclusive license to use this site solely for your personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You agree not to copy materials on the site, reverse engineer or break into the site, or use materials, products, or services in violation of any law. Using this website is at the discretion of DDC and it may terminate your use of this website at any time.
6. **Compliance with Laws.** You agree to comply with all laws regarding your use of the website. You further agreed that the information provided by you is truthful and accurate to the best of your knowledge.
7. **Indemnification.** You agree to indemnify, defend and hold DDC and our partners, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.
8. **Disclaimer.** THE INFORMATION ON THIS SITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THIS SITE IS AT YOUR SOLE RISK. SLCCC DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SITE SHALL BE TO DISCONTINUE USING THE SITE.
9. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL SLCCC BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SITE, YOUR SITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE ALL OF YOUR SITE USE.
You may have additional rights under certain laws (including consumer laws) that do not allow the exclusion of implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.
10. **Use of Information.** DDC reserves the right, and you authorize us, to use and assign all information regarding your use of the Site and all information provided by you in any manner consistent with our Privacy Policy.
11. **Applicable Law.** You agree that the laws of Pennsylvania, without regard to conflicts of laws provisions, will govern these Terms of Use and any dispute that may arise between you and DDC or its affiliates.
12. **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so this Agreement will otherwise remain in full force and effect.
13. **Waiver.** The failure of DDC to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by DDC must be in writing and signed by an authorized representative.
14. **Relationship of the Parties.** Nothing in this Agreement or your use of the Site shall be construed to constitute either party as a partner, joint venturer, employee, or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party. It is intended by both parties that each shall remain independent contractors responsible for its respective actions.
15. **Entire Agreement.** This Terms of Use constitutes the entire agreement between you and DDC and governs the terms and conditions of your use of the Site, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and DDC regarding this Site. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the website. DDC may revise this Terms of Use at any time by updating this Agreement and posting it on the Site. Accordingly, you should visit the Site and review the Terms of Use periodically to determine if any changes have been made. Your continued use of this website after any changes have been made to the Terms of Use signifies and confirms your acceptance of any such changes or amendments to the Terms of Use.

Contact us at:

Sugarplums and Teas
403 Bank Barn Lane
Lancaster, PA 17602

1. 717.394.9166