

## Terms & Conditions

Welcome to **Sweet Shop inc** and our Terms and Conditions of Use (these “Terms”). These Terms are important and affect your legal rights, so please read them carefully. By accessing or using our websites, mobile applications or other distribution channels (collectively, the “Sites”) provided by us, or our subsidiaries or other affiliates (collectively, “**Sweet Shop inc**,” “we,” “us” or “our”) that link to these Terms, you agree to be bound by these Terms and all of the terms incorporated herein by reference. If you do not agree to these Terms, you may not access or use the Sites or order, receive or use the services or other products made available through the Sites (collectively, the “Products”). These Terms do not alter in any way the terms or conditions of any other agreement you may have with us in respect of any products, services or otherwise. If you are using the Sites on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity’s behalf and that such entity agrees to be responsible to us if you or such entity violates these Terms. We reserve the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Sites or updating the “Last Updated” date at the beginning of these Terms. By continuing to access or use the Sites or order, receive or use Products, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review the Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Sites or order, receive or use the Products. If you do not agree to the revised Terms, you may not access or use the Sites or order, receive or use the Products.

**1. Privacy Policy;** Please refer to our Privacy Policy for information about how we collect, use and disclose information about you.

**2. Eligibility;** The Sites are not targeted toward or intended for use by anyone under the age of 18. By using the Sites, you represent and warrant that you (a) are 18 years of age or older, (b) have not been previously suspended or removed from the Sites, or engaged in any activity that could result in suspension or removal from the Sites and (c) have full power and authority to

enter into these Terms and in so doing will not violate any other agreement to which you are a party.

**3. Registration, Account and Communication Preferences;** In order to access and use certain areas or features of the Sites, you might need to register for an account. By creating an account, you agree to (a) provide accurate, current and complete account information, (b) maintain and promptly update from time to time as necessary your account information, (c) maintain the security of your password and accept all risks of unauthorized access to your account and the information you provide to us, and (d) immediately notify us if you discover or otherwise suspect any security breaches related to the Sites or your account. By creating an account, you also consent to receive electronic communications from **Sweet Shop inc** (e.g., via email or by posting notices to the Sites). These communications may include notices about your account (e.g., payment authorizations, password changes and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

**4. Terms of Sale; 4.1. Payment and Billing Information;** By providing a credit card or other payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third party payment processor) to charge your payment method for the total amount of your subscription or other purchase (including any applicable taxes and other charges) (collectively, as applicable, an "Order"). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your Order may be suspended or cancelled. You must resolve any problem we encounter in order to proceed with your Order. In the event you want to change or update payment information associated with your Sweet shop by Amaury Guichon account, you can do so at any time by logging into your account and editing your payment information. You acknowledge that the amount billed may vary due to promotional offers,

changes to your Order or changes in applicable taxes or other charges, and you authorize us (or our third party payment processor) to charge your payment method for the corresponding amount. **Please note, when you submit the order, in addition to the total of the items you purchased, a Pre- authorization Charge of 20% of the order total will be placed on your card by your financial institution to cover any subsequent additions or shipping changes that you might decide to request. This hold will be removed from your card within a timeframe defined by the policies of your bank. Contact your bank for more information about this hold authorization.**

**4.2. Pricing and Availability;** All prices are shown in U.S. dollars and applicable taxes and other charges, if any, are additional. We reserve the right to adjust prices for future Orders as we may determine in our sole discretion, at any time and without notice. We will not, however, be able to notify you of changes in any applicable taxes. The shipment of Products to you after our delivery of such notice will confirm your acceptance of such changes, unless you cancel your Order in accordance with our cancellation policies.

**Backorders;** Items that are temporarily out of stock will be shipped as soon as the product is available. All of our Products are subject to availability, and we reserve the right to impose quantity limits on any Order, to reject all or part of an Order, to discontinue offering certain Products and to substitute Products without prior notice. If you are not satisfied with a substitution, please contact us at [sales@amauryguichon.com](mailto:sales@amauryguichon.com). **Quotes;** Quotes are valid until the end of the business day in which they are provided, Pacific Standard Time. Prices are subject to change without notice. **Order Processing Time;** All orders of in-stock items will be shipped 2 or more business days of receipt, conditions allowing. **Sweet Shop inc** is not responsible for delays resulting from incomplete order information. All international orders will be held until they can be shipped in their entirety.

**4.3. Taxes;** We will collect applicable sales tax on Products shipped to the states for which we determine we have a duty to collect sales tax. If an item is subject to sales tax, you agree that the amount of taxes shown at checkout may be adjusted. Several factors may cause this, such as variances between processor programs and changes in tax rates.

**4.4. Shipping and Handling;** You agree to pay any shipping and handling charges shown at the time you make a purchase. We reserve the right to

increase, decrease, add or eliminate shipping and handling charges from time to time. Shipping is handled by a third party courier. When you purchase a Product from us, any shipping times shown on the Sites are estimates only. Actual delivery dates may vary. You agree that you will not obtain, or direct shipment of, a Product for export. All Products purchased from us are made pursuant to a shipment contract. This means that title to and the risk of loss of such Products passes to you upon our delivery of the Product to the third party courier. **Shipping Charges;** FOB Point of Origin Exworks Las Vegas or Fredericksburg, Texas. All orders will be shipped through Easyship. Charges are based on Easyship published rates and restrictions. All non- standard and over-sized packages may result in higher shipping fees as per Easyship'courriers published rates. Food products are shipped at the customer's risk and are not guaranteed against weather related damage. Sweet Shop inc may back-charge for fees incurred from Easyship for incorrect shipping address information. Please check your orders carefully. Sweet Shop inc will assume no responsibility for missing shipments to any addresses.

**4.5 Deliveries; Delivery Confirmation;** Some orders may require an indirect signature for delivery. **Shipment of heat sensitive items;** Sweet Shop inc will not replace food products or any other heat sensitive item if they are damaged in transit. To minimize the chance of melting, Sweet Shop inc recommends utilizing the NEXT DAY AIR shipping option and purchasing an insulated shipping container, which includes ice packs to keep items cool during transit.

**4.6. Shortages / Overages / Errors** Please report shortages, overages, incorrect or defective merchandise to Sweet Shop inc upon receipt of the product. Sweet Shop inc will determine if an error occurred and if the entire shipment was received before credit or replacement product is issued. A return shipping label will be issued for any overages, defective products, or items received due to Sweet Shop inc error. Please pack return items carefully to avoid damage in shipping. **Terms Accounts MAY NOT short pay invoices:** Regarding Breakage When your shipment is delivered, please follow these instructions: Any carton that appears to be damaged or altered in any way should be opened and inspected. If damage is not detected upon delivery, your claim may not be fully honored. You must contact the shipping carrier and Sweet Shop inc immediately. Goods on the invoice were received by the carrier in excellent condition, and were packed with great care by experienced packers using standard approved methods under the 49CFR's,

as well as the shipping carriers requirements. Therefore, the carrier is responsible for lost or damaged merchandise. If any merchandise is received in damaged condition, report it immediately upon receipt. Keep the breakage in the original carton and packaging for inspection by the shipping carrier. If it is not in the original carton, inspection and all claims will be denied.

**4.7. Returns and Refunds** If you are dissatisfied with a Product for any reason, please email us at sales@amauryguichon.com immediately upon receipt. Edible products, DVD's, books, printed materials, and electrical equipment MAY NOT be returned. Shopworn, priced, loose hardware not in the original container and hardware older than 10 days of receipt MAY NOT be returned. Items returned due to customer error can be returned at the customer's expense. These items must be in their original condition and packaging when received by Sweet Shop inc in order to receive credit. Unacceptable returns will be returned to the customer at the customer's expense. All returned items are subject to a 25% restocking fee and MUST HAVE and REQUIRE a return authorization code. **Custom Orders;** Custom items are not returnable. All products and services quoted by Sweet Shop inc. Specifically related to acrylic prints/canvas, but manufactured or provided by others, shall be limited to the warranty provided by the manufacturer or provider thereof. Sweet Shop inc. EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Sweet Shop inc. shall have no liability to buyer for lost profits or for special, consequential, exemplary or incidental damages of any kind, whether arising in contract, tort, product liability or otherwise, even if advised of the potential damages in advance. In no event shall Sweet Shop inc. be liable to buyer for any damages whatsoever. Buyer acknowledges that any or all warranty claims are to be addressed directly with the manufacturer. Acrylic prints/canvas are sold "AS IS WHERE IS AND WITH ALL FAULTS" and are not returnable to Sweet Shop inc.

**5. License to Access and Use Our Sites and Content** Unless otherwise indicated in writing by us, the Sites and all content and other materials contained therein, including, without limitation, any Sweet Shop inc/Amaury Guichon logo (and those of our subsidiaries and affiliates) and all designs, text, graphics, pictures, information, data, software, sound files, User Content (as defined in Section 11), other files and the selection and arrangement thereof (collectively, "Content") are the proprietary property of Sweet Shop inc

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**6. Repeat Infringer Policy; Copyright Complaints** In accordance with the Digital Millennium Copyright Act and other applicable laws, we have adopted a policy of limiting access to the Sites by, or terminating the accounts of, users, in appropriate circumstances and in our sole discretion, who infringe the intellectual property rights of others. If you believe that anything on the Sites infringes any copyright that you own or control, you may file a notification of such infringement with our designated agent as set forth below: F.F Guichon, Email Address: [sales.amauryguichon.com](mailto:sales.amauryguichon.com) Please see 17 U.S.C. § 512(c)(3) for the requirements of a proper notification. You should also note that if you knowingly make any material misrepresentation in your notification that the material or activity is infringing, you will be liable for any damages, including, without limitation, costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such

misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

**7. Hyperlinks;** You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink to the Sites for noncommercial purposes, provided that such link does not portray First Source or any of our Products in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use any of our logos or other proprietary graphics to link to the Sites without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any Sweet Shop inc/Amaury Guichon trademark, logo or other proprietary information, including the images found on the Sites or Products, the content of any text or the layout or design of any page, or form contained on a page, on the Sites without our express written consent. Sweet Shop inc makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third party websites accessible by hyperlink from the Sites or of websites linking to the Sites. This includes any websites maintained by our third party payment processors or delivery service providers. When you link to those websites, you leave the Sites. Such sites are not under our control, and we are not responsible for the contents of any linked site, any link contained in a linked site, or any review, changes or updates to such sites. Further, we have no control over the business practices or policies of operators of such sites. We provide these links to you only as a convenience, and the inclusion of any link does not imply our affiliation, endorsement or adoption of any site or any information contained therein. When you leave the Sites, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including those of our Privacy Policy, including privacy and data gathering practices, of any site to which you navigate from the Sites. We expressly disclaim all responsibility or liability for the availability or accuracy of such external sites or resources or the content thereon, do not endorse and are not responsible or liable for any advertising, products, materials or services available from such sites or resources and/or any claims, representations or warranties made by third parties with respect to their goods or services. The inclusion of any link on the Sites does not imply that we endorse the linked site. Your use of any links is at your own risk. You further acknowledge and agree that Sweet Shop

inc shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any goods, services or materials available on or through any such link, site or resource.

**8. Third Party Content;** We may display content, advertisements and promotions from third parties through the Sites or in shipments with Products (collectively, "Third Party Content"). We do not control, endorse or adopt any Third Party Content, and we make no representations or warranties of any kind regarding such Third Party Content, including, without limitation, regarding its accuracy or completeness. You acknowledge and agree that your interactions with third parties providing Third Party Content are solely between you and such third parties, and that Sweet Shop inc is not responsible or liable in any manner for such interactions or Third Party Content.

**9. User Conduct** You agree that you will not violate any law, contract, intellectual property or other third party right or commit a tort, and that you are solely responsible for your conduct, while accessing or using the Sites. You agree that you will abide by these Terms and, in addition, will not: Engage in any harassing, threatening, intimidating, predatory or stalking conduct; Use or attempt to use another user's account without authorization from such user and Sweet Shop inc; Use the Sites in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Sites or that could damage, disable, overburden or impair the functioning of the Sites in any manner; Reverse engineer any aspect of the Sites or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Content, area or code of the Sites; Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of the Sites that you are not authorized to access; Develop any third party applications that interact with User Content or the Sites without our prior written consent; Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Sites, extract data or otherwise interfere with or modify the rendering of Site pages or functionality; or Use the Sites for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.



**10. User Content;** The Sites may include interactive features and areas that allow users to create, post, share or store content, including, but not limited to, recipes, reviews, photos, videos, music, sound, text, graphics, code, items or other materials (collectively, "User Content"). In the event you decide to share your User Content with others through the Sites or third party platforms, you understand that this User Content will be viewable by others in accordance with the privacy settings you establish. You agree that you are solely responsible for your User Content and for your use of any interactive features and areas of the Sites. By using the interactive features and areas of the Sites, you further agree not to create, post, share or store any of the following: User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable; User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law; User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party; User Content that contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences; User Content that impersonates, or misrepresents your affiliation with, any person or entity; User Content that references or depicts Sweet Shop inc or our Products but fails to disclose a material connection to us, if you have one (for example, if you are a Sweet Shop inc employee or paid blogger); User Content that contains any unsolicited promotions, political campaigning, advertising or solicitations; User Content that contains any private or personal information of a third party without such third party's consent; User Content that references alcohol irresponsibly, such as references to overconsumption or use by minors; User Content that contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; or User Content that, in our sole judgment, is objectionable or that restricts or inhibits any other person from using or enjoying the Sites or Products, or that may expose us or others to any harm or liability of any type. We are not responsible or liable for any User Content. Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen or edit User Content posted or stored on the Sites at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Sites at your sole cost and expense.

**11. Rights in User Content;** We do not claim any ownership interest in your User Content. However, by uploading, posting or submitting User Content to the Sites or to our pages or feeds on third party social media platforms (e.g., Sweet Shop inc's Facebook page, Instagram page or Twitter feed) , you hereby grant us a nonexclusive, royalty-free, worldwide, perpetual, irrevocable and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and publicly display your User Content, in whole or in part, and your name, likeness, voice and persona in any manner or media and for any purpose whatsoever at our sole discretion, including, without limitation, for publicity, promotional, advertising, trade, business, illustration, artistic and other commercial and noncommercial purposes. By uploading, posting or submitting User Content through the Sites or through our pages or feeds on third party social media platforms, you represent and warrant that (a) such User Content is nonconfidential, (b) you own and control all of the rights to the User Content or you otherwise have all necessary rights to post such User Content, (c) you authorize us to use such User Content for the purposes described in these Terms, (d) the User Content is accurate and not misleading or harmful in any manner, and (e) the User Content, and your use and posting thereof, does not and will not violate these Terms or any applicable law, rule, regulation or third party right.

**12. Feedback;** Separate and apart from User Content, you can submit questions, comments, suggestions, ideas, original or creative materials or other information about Sweet Shop inc, the Sites or the Products (collectively, "Feedback"). Feedback is nonconfidential and shall become the sole property of Sweet Shop inc. We will own exclusive rights, including, without limitation, all intellectual property rights, in and to such Feedback and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

**13. Indemnification;** To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Sweet Shop inc, and our respective past, present and future employees, officers, directors, contractors, consultants, equityholders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "Sweet Shop inc Parties"), from and against all actual or alleged Sweet Shop inc Party or third

party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Sites, Content or Products, (b) any User Content you create, post, share or store on or through the Sites or our pages or feeds on third party social media platforms, (c) any Feedback you provide, (d) your violation of these Terms, (e) your violation of the rights of another, and (f) any third party's use or misuse of the Sites or Products provided to you. You agree to promptly notify us of any third party Claims and cooperate with the Sweet Shop inc Parties in defending such Claims. You further agree that the Sweet Shop inc Parties shall have control of the defense or settlement of any third party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Sweet Shop inc.

**14. Disclaimers;** WE ATTEMPT TO DISPLAY THE PRODUCTS AND OTHER MATERIALS AND INFORMATION YOU VIEW ON THE SITES AS ACCURATELY AS POSSIBLE. HOWEVER, WE DO NOT GUARANTEE THE ACCURACY OF SUCH MATERIALS AND INFORMATION AND ARE NOT RESPONSIBLE FOR ANY CLAIMS ARISING OR RESULTING FROM YOUR RELIANCE THEREON. IN THE EVENT OF AN ERROR ON OUR SITES, IN AN ORDER CONFIRMATION, IN PROCESSING OR DELIVERING AN ORDER OR OTHERWISE, WE RESERVE THE RIGHT TO CORRECT SUCH ERROR AND REVISE YOUR ORDER ACCORDINGLY (INCLUDING CHARGING THE CORRECT PRICE) OR TO CANCEL YOUR ORDER AND ISSUE YOU A REFUND. YOU FURTHER AGREE THAT THE PRODUCTS AND OTHER MATERIALS YOU RECEIVE IN YOUR ORDER MAY VARY FROM THE PRODUCTS AND MATERIALS DISPLAYED ON THE SITES DUE TO A NUMBER OF FACTORS, INCLUDING, WITHOUT LIMITATION, SYSTEM CAPABILITIES AND CONSTRAINTS OF YOUR COMPUTER, MANUFACTURING PROCESS OR SUPPLY ISSUES, THE AVAILABILITY AND VARIABILITY OF PRODUCTS. THE SITES MAY CONTAIN INFORMATION ABOUT PRODUCTS THAT ARE NOT AVAILABLE IN EVERY LOCATION. A REFERENCE TO A PRODUCT ON THE SITES DOES NOT IMPLY OR GUARANTEE THAT IT IS OR

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**15. Limitation of Liability; Release;** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FIRST SOURCE OR ANY OF THE OTHER CHEF RUBBER LLC PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, LOSS OR DIMINUTION IN VALUE OF ASSETS OR SECURITIES, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS OR USE OF THE SITES OR CONTENT OR THE ORDER, RECEIPT OR USE OF ANY PRODUCT OR OTHERWISE RELATED TO THESE TERMS (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM US, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT,

DESTRUCTION OR UNAUTHORIZED ACCESS TO OUR RECORDS, PROGRAMS OR SYSTEMS), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE). TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF SWEET SHOP INC AND THE OTHER SWEET SHOP INC PARTIES (JOINTLY) ARISING OUT OF OR IN ANY WAY RELATED TO (A) THE ORDER, RECEIPT OR USE OF PRODUCTS PURCHASED FROM US EXCEED THE AMOUNT PAID FOR SUCH PRODUCTS; (B) THE ORDER, RECEIPT OR USE OF PRODUCTS, OR (C) ACCESS OR USE OF THE SITES OR CONTENT, EXCEED THE GREATER OF \$500 OR THE AMOUNT YOU PAID TO US IN THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH YOUR CLAIM AROSE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IN THE EVENT YOUR REMEDIES HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE, AND THE FOREGOING SHALL CONSTITUTE OUR AND THE OTHER SWEET SHOP INC PARTIES' SOLE LIABILITY AND OBLIGATION IN RESPECT HEREOF, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU, ON BEHALF OF YOUR HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL AND PERSONAL REPRESENTATIVES, HEREBY RELEASE, WAIVE, ACQUIT AND FOREVER DISCHARGE SWEET SHOP INC AND THE OTHER SWEET SHOP INC PARTIES FROM AND AGAINST, AND COVENANT NOT TO SUE ANY SUCH SWEET SHOP INC PARTY FOR, ALL CLAIMS YOU HAVE OR MAY HAVE ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE 1542, WHICH STATES "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations

of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

**16. Modifications to the Sites and Products;** We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Sites (or any features or parts thereof) or the provision of the Products at any time and without liability therefor.

**17. Informal Dispute Resolution;** You and Sweet Shop inc agree that each party will notify the other party in writing of any dispute, arising out of or relating to these Terms, the Sites, content or Products within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the dispute informally. Notice to us shall be sent by certified mail or courier to us at Sweet Shop inc **3172 N Rainbow blvd #145 Las Vegas NV 89108** Attention: Legal Department. Your notice must include (a) your name, postal address, telephone number, the email address you use or used for your Sweet Shop inc account/checkout process and, if different, an email address at which you can be contacted, (b) a description in reasonable detail of the nature or basis of the dispute, and (c) the specific relief that you are seeking. Our notice to you will be sent electronically in accordance with Section 3 and will include our name, postal address, telephone number and an email address at which we can be contacted with respect to the dispute, (y) a description in reasonable detail of the nature or basis of the Dispute, and (z) the specific relief that we are seeking. If you and Sweet Shop inc cannot agree how to resolve the dispute within thirty (30) days after the date notice is received by the applicable party, then either of us may, as appropriate, commence further legal proceedings as permitted by these Terms.

**18. Governing Law and Venue;** These Terms, your access to and use of the Sites and your order, receipt and use of the Products shall be governed by and construed and enforced in accordance with the laws of the State of Nevada, without regard to conflict of law rules or principles (whether of the State of Nevada or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties, shall be resolved in the state or federal courts serving the State of Nevada, provided that we may seek injunctive or other equitable relief to protect our Content or other intellectual property in any court of competent jurisdiction. We each agree to waive all right to a jury trial in connection with any matters covered by these Terms.

**19. Termination;** Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Sites and to order, receive and use the Products, at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

**20. Severability;** If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

**21. Survival;** The following sections will survive the expiration or termination of these Terms and the termination of your Sweet Shop inc account: all defined terms and Sections 1, 3, 4, 5 (first and third paragraphs only), 6, 7, 8 (second paragraph only), 9 through 23.

**22. Miscellaneous;** These Terms constitute the entire agreement between you and Sweet Shop inc relating to your access to and use of the Sites and your order, receipt and use of Products. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our prior written consent. No waiver of any provision of these Terms will constitute a waiver of such provision in any prior, concurrent or subsequent circumstance, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity. We have agreed that the language of these Terms and any purchase of Products through the Sites shall be English.