

## **Terms & Conditions**

Welcome to the Fairhope Soy Candle Company online store, [www.fairhopesoycandlecompany.com](http://www.fairhopesoycandlecompany.com) ("Website"). Fairhope Soy Candle Company ("FSC") provides the content and services available on the Website to you subject to the following terms and conditions ("Terms and Conditions"). By accessing or using the Website, you are acknowledging that you have read, understand, and agree, without limitation or qualification, to be bound by these Terms and Conditions, which include our Privacy Policy.

### **1. Privacy**

As you browse [www.fairhopesoycandlecompany.com](http://www.fairhopesoycandlecompany.com) and other websites, online ad networks we work with may place anonymous cookies on your computer, and use similar technologies, in order to understand your interests based on your anonymous online activities, and thus tailor more relevant content to you.

### **2. Purchase Related Policies**

The products and services available on the Website, and any samples thereof we may provide to you, are for personal use only. You may not sell or resell any of the products or services, or samples that you purchase or otherwise receive from us. We reserve the right, with or without notice, to cancel or reduce the quantity of any orders that we believe, in our sole discretion, may result in the violation of our Terms and Conditions. FSC reserves the right to cancel any online order for any reason.

### **3. Accuracy of Information**

We attempt to be as accurate as possible when describing our products on the Website; however, to the extent permitted by applicable law, we do not warrant that the product descriptions, colors or other content available on the Website are accurate, complete, reliable, current, or error-free.

### **4. Intellectual Property**

All content available on the Website, including but not limited to text, graphics, logos, button icons, images, audio clips, data compilations and software, and the compilation and arrangement thereof (collectively, the "Content") is the property of FSC, our affiliates, partners or licensors, and is protected by United States and international copyright laws.

The trademarks, logos, and service marks displayed on the Website (collectively, the "Trademarks") are the registered and unregistered marks of FSC, our affiliates, partners or licensors, in the United States and other countries, and are protected by United States and international trademark laws.

Except as required under applicable law, neither the Content or Trademarks nor any portion of the Website may be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in whole or in part, for any purpose without our prior written consent.

## **5. Refund Policy:**

All items carry a 30-day money back guarantee. If for any reason you are not satisfied with your purchase, return it in its original unused condition with the original sales slip for either a full refund or an exchange. Shipping charges are non-refundable.

## **6. Delivery Policy:**

We ship via UPS only. All orders, retail or wholesale, ship within 3-7 days of receipt of order.

## **7. Privacy Statement:**

Fairhope Soy Candle Company demonstrates its commitment to our customers' privacy by providing this statement. We will do everything in our power to ensure your right to privacy. We are committed to developing long lasting relationships that are built on trust. Fairhope Soy Candle Company will never violate that trust.

Fairhope Soy Candle Company will Not Sell Your Personal Information:  
Fairhope Soy Candle Company keeps all your information confidential. At no time will Fairhope Soy Candle Company trade, sale or any other way release your information.

## **8. Cookie Policy**

Fairhope Soy Candle Company understands that many of you are concerned about cookies. We provide this Cookie Policy Statement to let you know how we use this technology. Fairhope Soy Candle Company uses cookies to help us improve our web site.

## **9. Cookies For Improving Our Web Site:**

Fairhope Soy Candle Company uses cookies to inform us of a repeat visit. The cookie does not tell us who you are, your name, email address, or Passwords.

## **10. Policy Changes:**

While Fairhope Soy Candle Company will provide our customers with reasonable notification, Fairhope Soy Candle Company reserves the right to change its policy at any time to meet the needs of our customers.

## **11. Your Obligations and Responsibilities**

In the access or use of the Website, you shall comply with these Terms and Conditions and the special warnings or instructions for access or use posted on the Website. You shall act always in accordance with the law, custom and in good faith. It is strictly prohibited to use or contact this Website to disrupt or damage the Website, its contents or its security measures or to harass or disparage FSC or its products or services or personnel. No unsolicited email (spam) may be directed to or through this Website. Users may not use this Website in order to transmit,

distribute, store or destroy material (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, patent, trademark, trade secret or other intellectual property rights of others or violate the privacy or publicity or other personal rights of others, or (c) that is libelous, obscene, threatening, abusive or hateful. IF YOU DEFAULT NEGLIGENTLY OR WILLFULLY IN ANY OF THE OBLIGATIONS SET FORTH IN THESE TERMS AND CONDITIONS (INCLUDING OUR PRIVACY POLICY LINKS TO PRIVACY POLICY PAGE), YOU SHALL BE LIABLE FOR ALL THE LOSSES AND DAMAGES THAT THIS MAY CAUSE TO NEST FRAGRANCES, OUR AFFILIATES, PARTNERS OR LICENSORS.

## **12. Your Account**

You may choose to register at our Website. If you do, you will have an email address/username and password for your account. You are responsible for maintaining the confidentiality of your account, username and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account, username and/or password. You agree to provide only accurate, truthful information. We reserve the right to refuse service and/or terminate accounts without prior notice if you violate these Terms and Conditions or if we decide, in our sole discretion, that it would be in FSC's best interests to do so.

## **13. Linking**

FSC has no responsibility and assumes no liability for the unaffiliated sites to which it is linked to or from, including but not limited to the content or web pages or other, products, services or materials on the site linked to the Website or posted to this Website by anyone other than FSC. We may permit some links for convenience, but it is not an endorsement by FSC, our affiliates or our partners of the referenced content, product, service or supplier. Please note that the rules and privacy policies of linked sites may differ from those of FSC and should be reviewed by you when you use the link to access the other site. We may, in our sole discretion, request that you remove any link to the Website, and upon receipt of such request, you shall immediately remove such link.

## **14. Submissions**

Any unsolicited suggestions, ideas, inquiries, materials, feedback, or other information you provide us will be treated as non-proprietary and non-confidential and, by submitting such information, you hereby grant us a nonexclusive, royalty-free, perpetual, transferable, irrevocable, and fully sub licensable right to use, reproduce, modify, adapt, publish, sell, assign, translate, create derivative works from, distribute and display such information in any form, media, or technology, whether now known or hereafter developed, alone or as part of other works. You also acknowledge that your submission of information may not be returned and we may use your submission, and any ideas, concepts or know how contained therein, for any purpose including, without limitation, developing, manufacturing, distributing and marketing products.

## **15. Representations and Warranties; Limitation of Liability**

THE WEBSITE IS PRESENTED "AS IS." WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE WEBSITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE.

WE ARE NOT RESPONSIBLE FOR TIMELINESS, ACCURACY, UNAVAILABILITY OR INTERRUPTIONS IN AVAILABILITY, VIRUSES OR OTHER DEFECTS IN THE WEBSITE OR ITS CONTENTS. IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) RELATED TO THE SITE REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED ONE HUNDRED DOLLARS (\$100.00).

## **16. Fraud Protection**

We reserve the right to refuse to process an order due to suspected fraud or unauthorized or illegal activity. If such is the case, we may reject your order or our customer service department may call you at the phone number you provided to confirm your order. We also reserve the right to cancel any accounts or refuse to ship to certain addresses due to suspected fraud or unauthorized or illegal activity. We reserve the right to cancel any order using any promotion or promotional code, at our sole discretion. If any order cancellation occurs you will be credited in full for the cancelled order(s). We take these measures to protect our customers as well as ourselves from fraud or other unauthorized or illegal activity.

## **17. Disputes**

With respect to any dispute regarding the Website, all rights and obligations and all actions contemplated by these Terms and Conditions shall be governed by the laws.

## **18. General**

By using this Website, you acknowledge and agree that these Terms and Conditions, which include our Privacy Policy, constitute the complete and exclusive agreement between us concerning your use of the Website, and supersede and govern all prior proposals, agreements, or other communications.

We reserve the right, in our sole discretion, to change these Terms and Conditions at any time by posting the changes on the Website. Any changes are effective immediately upon posting to the Website. Your continued use of the Website constitutes your agreement to all such terms and conditions.