

# TERMS AND CONDITIONS

## Welcome to Sweet Spot Ice Cream!

Sweet Spot Ice Cream is owned and operated by Sweet Spot Ice Cream LLC.

These are the terms and conditions for:

<https://www.sweetspoticecream.com>

(Hereby "Sweet Spot Ice Cream").

By using the website, you agree to be bound by these terms and conditions and our Privacy Policy. If you do not accept all of these terms, then you may not use the platform and services. In these terms, "we", "us", "our" and "Sweet Spot Ice Cream" refers to "Sweet Spot Ice Cream" and "you" and "your" refers to you, the user of "Sweet Spot Ice Cream".

The following terms and conditions apply to the website, services and products offered by Sweet Spot Ice Cream. This includes the mobile and tablet versions as well as any other version of Sweet Spot Ice Cream accessible via desktop, mobile, tablet, social media or other devices.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING, USING OR OBTAINING ANY MATERIALS, INFORMATION OR PRODUCTS.

## 1. ELIGIBILITY

This agreement sets forth legally binding terms for your use of Sweet Spot Ice Cream. By using the services and website, you agree to be bound by this agreement. If you do not accept the terms of this agreement, you should not use the service. We may modify this agreement from time to time, and such modification shall be effective upon its posting on the website. You agree to be bound by any modification to this terms and conditions when you use the services after any such modification is posted; it is therefore important that you review this agreement regularly.

You represent and warrant that your use of the website does not violate any applicable law or regulation. Sweet Spot Ice Cream may, in its sole discretion, refuse to offer the services to any entity or user and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the service and the platform is revoked in such jurisdictions.

By using the website, you represent and warrant that you have the full right, power and authority to enter into these terms and to fully perform all of your obligations hereunder. You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into these terms.

## **2. PRICES**

Sweet Spot Ice Cream reserves the right to determine the price for the products. Sweet Spot Ice Cream will make reasonable efforts to keep the price information published on the website up to date. We encourage you to check our website periodically for current pricing information.

Will always try to make sure that the prices on the website is accurate. However, some errors in terms of price may occur from time to time, including but not limited to human error, mechanical error or the like. Should an error in pricing be discovered, the customer will be informed of such error. The option to reconfirm the order will be given to the user at the correct price. The user also has the option to cancel the order should the user not be satisfied with the correct price communicated on the said product order.

## **3. PAYMENTS**

The products will be paid through the "CAKE POS" payment platform.

Your payment information will be treated and safeguarded with total security and with the exclusive purpose of processing the purchase of the products. Sweet Spot Ice Cream reserves the right to contract any payment platform available in the market, which treats your data for the exclusive purpose of processing the purchase of the products.

## **4. PRODUCT DESCRIPTIONS**

Sweet Spot Ice Cream attempts to be as accurate as possible. However, Sweet Spot Ice Cream does not warrant that product descriptions, product prices or other content of this website is accurate, complete, reliable, current, or error-free. The products shown on our website may vary depending on the color resolution of the user's screen and may not correspond completely to reality.

## **5. ACCOUNT AND SECURITY**

If you register on Sweet Spot Ice Cream, you will be required to choose a password and username, and you may be asked for additional information regarding your account. You are responsible for maintaining the confidentiality of your password and account information, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Sweet Spot Ice Cream of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you log out from your account at the end of each session. You may never use another user's account without prior authorization from Sweet Spot Ice Cream. Sweet Spot Ice Cream will not be liable for any loss or damage arising from your failure to comply with this agreement.

By providing Sweet Spot Ice Cream with your email address, you consent to our use of such email address to send you notices regarding the service, including those required by law, in lieu of

ordinary mail. We may also use your email address to send you other messages, such as changes to service features and special offers. If you do not wish to receive these emails, you may opt-out of receiving them by sending us your withdrawal request via the contact information or via the “unsubscribe” option in the emails. Opting out may prevent you from receiving emails about updates, upgrades or offers.

## **6. ACCOUNT DELETION AND TERMINATION**

The users may terminate their accounts any time, for any reason, by following the instructions on Sweet Spot Ice Cream. That termination will only result in the deletion of the account and the deletion of all the personal data granted to Sweet Spot Ice Cream.

Sweet Spot Ice Cream reserves the right to terminate your account or your access immediately, with or without notice to you, and without liability to you, if Sweet Spot Ice Cream believes that you have breached any of these terms, furnished Sweet Spot Ice Cream with false or misleading information, or interfered with use of the website or the service by others.

## **7. COPYRIGHT**

All content included on this website, such as text, graphics, logos, button icons, images, video, audio clips, data compilation, and software, is the property of Sweet Spot Ice Cream, its merchants, or its content suppliers and protected by international copyright laws. The compilation of all content on this site is the exclusive property of Sweet Spot Ice Cream and protected by international copyright laws. All software used on this site is the property of Sweet Spot Ice Cream or its software suppliers and protected by international copyright laws.

You have no authorization to copy, transmit, distribute, display, republish, post, or upload from our website in any way without our prior written approval, or stated otherwise on our site. You may print a copy of our site's content strictly for personal use only. By doing so, you also consent not to directly or indirectly change or remove any copyright, trade name, service mark, trademark, or any other proprietaries shown on any of our content. Any alterations or use of content outside the guidelines of this Terms and Conditions violates intellectual property rights. By accessing our website, you do not own any rights or titles to our content or other intellectual properties. Please do not copy any content and pass it off as your own, as a copyright infringement will occur.

## **8. COPYRIGHT COMPLAINTS**

Sweet Spot Ice Cream respects the intellectual property of others, and expects users to do the same. If you believe, in good faith, that any materials provided on or in connection with the “Sweet Spot Ice Cream” website infringe upon your copyright or other intellectual property right, please send the following information to:

- i. Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers, or a statement concerning the ownership of the work, should be included.
- ii. A statement specifically identifying the location of the infringing material, with enough detail that Sweet Spot Ice Cream may find it on the "Sweet Spot Ice Cream" website. Please note: it is not sufficient to merely provide a top-level URL.
- iii. Your name, address, telephone number and e-mail address.
- iv. A statement by you that you have a good faith belief that the use of the allegedly infringing material is not authorized by the owner of the rights, or its agents, or by law.
- v. A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- vi. An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

## **9. SWEET SPOT ICE CREAM RESPONSIBILITIES**

Because of the nature of the Internet, Sweet Spot Ice Cream provides and maintains the website on an "as is", "as available" basis and makes no promise that use of the website will be uninterrupted or entirely error free. We are not responsible to you if we are unable to provide our Internet services for any reason beyond our control.

Our website may from time to time contain links to other web sites which are not under the control of and are not maintained by us. These links are provided for your convenience only and we are not responsible for the content of those sites.

Except as provided above we can give no other warranties, conditions or other terms, express or implied, statutory or otherwise and all such terms are hereby excluded to the maximum extent permitted by law.

You will be responsible for any breach of these terms by you and if you use the website in breach of these terms you will be liable to and will reimburse, Sweet Spot Ice Cream for any loss or damage caused as a result.

These terms above shall not limit any rights you might have as a consumer that may not be excluded under applicable law nor shall they exclude or limit Sweet Spot Ice Cream liability for death or personal injury resulting from its negligence nor any fraudulent representation.

Sweet Spot Ice Cream will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control including without limitation Internet outages, communications outages, fire, flood, war or act of God.

These terms do not affect your statutory rights as a consumer which are available to you.

Subject as aforesaid, to the maximum extent permitted by law, Sweet Spot Ice Cream excludes liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect or consequential loss whether or not such arises out of any problem you notify to Sweet Spot Ice Cream and Sweet Spot Ice Cream shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:

- Any incorrect or inaccurate information on Sweet Spot Ice Cream website.
- The infringement by any person of any Intellectual Property Rights of any third party caused by their use of the website or any Product purchased through the website.
- Any loss or damage resulting from your use or the inability to use the web site or resulting from unauthorized access to, or alteration of your transmissions or data in circumstances which are beyond our control.
- Any loss of profit, wasted expenditure, corruption or destruction of data or any other loss which does not directly result from something we have done wrong.
- Any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing or using content from the website, or from transmissions via emails or attachments received from Sweet Spot Ice Cream.
- All representations, warranties, conditions and other terms which but for this notice would have effect.

## **10. PROHIBITED ACTIVITIES**

The content and information available on the website (including, but not limited to, data, information, text, music, sound, photos, graphics, video, maps, icons, or other material), as well as the infrastructure used to provide such content and information, are owned by or licensed to Sweet Spot Ice Cream by third parties. For all content other than your content, you agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or resell any information or services obtained from or through the website. In addition, you agree not to do so:

- i. Use the services or content for any commercial purpose, other than those commercial purposes explicitly permitted under this agreement and as provided by Sweet Spot Ice Cream;
- ii. Access, monitor, reproduce, distribute, transmit, disseminate, display, sell, license, copy or otherwise exploit any content of the site, including, without limitation, using any robot, spider, scraper or other automated means or any manual process for any purpose that is not in accordance with this agreement or without our express written permission;
- iii. Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our infrastructure;

- iv. Deep-link to any part of the Website for any purpose without our express written permission;
- v. Attempt to modify, translate, adapt, edit, decompile, disassemble or reverse engineer any software used by Sweet Spot Ice Cream in connection with the site;
- vi. Evade, disable or otherwise interfere with security-related features of the site or features that prevent or restrict use or copying of any content;

## **11. THIRD PARTY WEBSITES**

Through your use of the “Sweet Spot Ice Cream” website and services you may encounter links to third party sites or be able to interact with third party sites. Such third parties may charge a fee for use of certain content or services provided on or by way of their websites. Therefore, you should make whatever investigation you feel is necessary or appropriate before proceeding with any transaction with any third party to determine whether a charge will be incurred. Where “Sweet Spot Ice Cream” provide details of fees or charges for such third-party content or services, such information is provided for convenience and information purposes only. Any interactions with third party sites and apps are at your own risk. You expressly acknowledge and agree that Sweet Spot Ice Cream are in no way responsible or liable for any such third-party sites.

## **12. INDEMNIFICATION**

You agree to defend and indemnify Sweet Spot Ice Cream and any of their directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- Your breach of this Agreement or the documents referenced herein.
- Your violation of any law or the rights of a third party.
- The use of the website and the purchase of the products.

## **13. ELECTRONIC COMMUNICATIONS**

No responsibility will be accepted by Sweet Spot Ice Cream for failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any service provider, internet accessibility or availability or for traffic congestion or unauthorized human act, including any errors or mistakes.

## **14. CHANGES AND TERMINATION**

We may change the website and these Terms at any time, in our sole discretion and without notice to you. You are responsible for remaining knowledgeable about these Terms. Your continued use of the website constitutes your acceptance of any changes to these Terms and any changes will supersede all previous versions of the Terms. Unless otherwise specified herein, all changes to these Terms apply to all users take effect. Furthermore, we may terminate this agreement with you under these Terms at any time by notifying you in writing (including by email) or without any warning.

## **15. PERSONAL DATA**

Any personal information you post on or otherwise submit in connection with the purchase of products will be used in accordance with our Privacy Policy. Please refer to our Privacy Policy.

## **16. INTEGRATION CLAUSE**

This agreement together with the Privacy Policy and any other legal notices published by Sweet Spot Ice Cream, shall constitute the entire agreement between you and Sweet Spot Ice Cream concerning and governs your use of the website.

## **17. HEADINGS**

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These terms set forth the entire understanding and agreement between us with respect to the subject matter therein.

## **18. DISPUTES**

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, application, interpretation, or validity of these Terms or the use of the website shall be settled by binding arbitration between you and Sweet Spot Ice Cream, except that each party retains the right to bring an individual action in court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction.

## **19. FINAL PROVISIONS**

These terms are governed by the USA laws. Use of our website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this paragraph.

Our performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms limits our right to comply with law enforcement or other governmental

or legal requests or requirements relating to your use of our website or information provided to or gathered by us with respect to such use.

If any part of these Terms is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision of these Terms at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

Any rights not expressly granted herein are reserved.

## **20. CONTACT INFORMATION**

If you have questions or concerns about these terms or the products, please contact us through our contact page or through the following contact information:

**[sweetspoticecreamcafe@gmail.com](mailto:sweetspoticecreamcafe@gmail.com)**