

# **Terms of Use**

## **Agreement between user and [www.applesandspices.com](http://www.applesandspices.com)**

Welcome to [www.applesandspices.com](http://www.applesandspices.com). The [www.applesandspices.com](http://www.applesandspices.com) website, (“Site”), is comprised of various web pages operated by Apples & Spices Community Center (ASCC)<sup>™</sup> LLC, (“ASCC”).

Please be advised that [www.applesandspices.com](http://www.applesandspices.com) is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein, (“Terms”).

Your use of the Site constitutes your agreement to all such Terms. Please read the Terms carefully, and kindly keep a copy of the Terms for your reference.

The Site, [www.applesandspices.com](http://www.applesandspices.com), is an e-commerce website.

The Site is a platform, featuring music and arts-based: recreational programs; special events; and artistic creations, (“Services”).

## **Ability to Accept Terms of Use and Privacy Policy**

By using the Site, you affirm that you are at least eighteen years of age, and are fully able and competent to acknowledge, understand, and adhere to the Terms of Use and Privacy Policy.

## **Privacy Policy**

Your use of [www.applesandspices.com](http://www.applesandspices.com) is subject to the Privacy Policy of ASCC. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

## **Electronic Communications**

Visiting [www.applesandspices.com](http://www.applesandspices.com) or sending email messages to ASCC constitutes electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email, and on the Site, satisfy any legal requirement that such communications be in writing.

## **Links to Third-party Sites and Third-party Services**

The Site may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of ASCC. ASCC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site,

or any changes or updates to a Linked Site. ASCC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by ASCC of the site or any association with its operators.

Certain Services made available via [www.applesandspices.com](http://www.applesandspices.com) are delivered by third-party sites and organizations. By using any product, Service, or functionality originating from the [www.applesandspices.com](http://www.applesandspices.com) domain, you hereby acknowledge and consent that ASCC may share such information and data with any third party with whom ASCC has a contractual relationship to provide the requested product, Service, or functionality on behalf of [www.applesandspices.com](http://www.applesandspices.com) users and customers.

### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use [www.applesandspices.com](http://www.applesandspices.com) strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to ASCC that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site. All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of ASCC or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends, or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. ASCC content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content and, in particular, you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use. You will make no other use of the content without the express written permission of ASCC and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of ASCC or our licensors except as expressly authorized by these Terms.

## **Assumption of the Risks and Release of Liability**

By using the Site, you acknowledge, understand, and agree that recreational programs, events, and activities are strenuous and demanding, and that you have been instructed by ASCC, in advance, to confer with physicians and seek professional advisement concerning your condition, ability, and susceptibility to injury, and to determine that you are fit and able to participate safely in ASCC recreational programs, activities, and events. You acknowledge that recreation is a physical activity with inherent risks associated and assume full responsibility for personal injury.

By using the Site, you hereby willfully and knowingly waive any and all liability claims against Apples & Spices Community Center (ASCC) LLC, its officers, directors, employees, volunteers, contractors, agents, affiliates, vendors, third parties, sponsors, or successor entities, (“Releasees”). You further release and discharge the Releasees for any injury, loss, or damage arising out of the use of the Site.

## **International Users**

The Site and associated Services are controlled, operated, and administered by ASCC, a limited liability company founded in the United States of America, (“USA”). If you access the Site and associated Services from a location outside of the USA, you are responsible for compliance with all local laws. You agree that you will not use the ASCC content accessed through [www.applesandspices.com](http://www.applesandspices.com) in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

## **Indemnification**

You agree to indemnify, defend, and hold harmless Apples & Spices Community Center (ASCC) LLC, its officers, directors, employees, volunteers, contractors, agents, affiliates, vendors, third parties, sponsors, or successor entities, (“Releasees”), for any losses, costs, liabilities, and expenses, including reasonable attorneys’ fees, relating to or arising out of your use of or inability to use the Site or Services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. ASCC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with ASCC in asserting any available defenses.

## **Liability Disclaimer**

The information, software, products, and Services included in or available through the Site may include inaccuracies or typographical errors. Changes are periodically added to the information herein. ASCC and/or its suppliers may make improvements and changes in the Site at any time.

ASCC and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, Services, and the related graphics contained on the Site for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, Services, and related graphics are provided “as is” without warranty or condition of any kind.

ASCC and/or its suppliers, hereby, disclaim all warranties and conditions with regard to this information, software, products, Services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

To the maximum extent permitted by applicable law, in no event shall ASCC and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, or profits, arising out of or in any way connected with the use or performance of the Site, with the delay or inability to use the Site or related Services, the provision of or failure to provide Services, or for any information, software, products, Services, and related graphics obtained through the Site, or otherwise arising out of the use of the Site, whether based on contract, tort, negligence, strict liability, or otherwise, even if ASCC or any of its suppliers has been advised of the possibility of damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not be applicable to you. If you are dissatisfied with any portion of the Site, or with any of the Terms of Use, your sole and exclusive remedy is to discontinue using the Site.

## **Changes to Terms**

ASCC reserves the right, in its sole discretion, to change the Terms under which [www.applesandspices.com](http://www.applesandspices.com) is offered. The most current version of the Terms supersedes all previous versions. ASCC encourages you to periodically review the Terms to stay informed of our updates.

## **Termination/Restriction of Access**

ASCC reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the United States of America ("USA") and the State of South Carolina and you hereby consent to the exclusive jurisdiction and venue of courts in South Carolina in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and ASCC as a result of this agreement or use of the Site.

ASCC's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of ASCC's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by ASCC with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and ASCC with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and ASCC with respect to the Site.

A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

## **Contact Information**

ASCC welcomes your questions or comments regarding the Terms of Use.

Please contact ASCC at:

Apples & Spices Community Center (ASCC)<sup>™</sup>

Email: [spiller@applesandspices.com](mailto:spiller@applesandspices.com)

UPDATED: Effective June 2, 2019.