**Website Terms and Conditions of Use (1)**

Welcome to our online store! T’s Wicked Wonders and its associates provide their services to you subject to the following conditions. If you visit or shop within this website, you accept these conditions. Please read them carefully. ​

**PRIVACY**

Please review our Privacy Notice, which also governs your visit to our website, to understand our practices.

**ELECTRONIC COMMUNICATIONS**

When you visit any social media and websites of T’s Wicked Wonders or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

**COPYRIGHT**

All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of T’s Wicked Wonders or its content suppliers and protected by international copyright laws. The compilation of all content on this site is the exclusive property of T’s Wicked Wonders, with copyright authorship for this collection by T’s Wicked Wonders, and protected by international copyright laws.

**TRADE MARKS**

T’s Wicked Wonders trademarks and trade dress may not be used in connection with any product or service that is not T’s Wicked Wonders, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits T’s Wicked Wonders. All other trademarks not owned by T’s Wicked Wonders or its subsidiaries that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by T’s Wicked Wonders or its subsidiaries.

**LICENSE AND SITE ACCESS**

T’s Wicked Wonders grants you a limited license to access and make personal use of this site and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of T’s Wicked Wonders. This license does not include any resale or commercial use of this site or its contents: any collection and use of any product listings, descriptions, or prices: any derivative use of this site or its contents: any downloading or copying of account information for the benefit of another merchant: or any use of data mining, robots, or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of T’s Wicked Wonders. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of T’s Wicked Wonders and our associates without express written consent. You may not use any meta tags or any other "hidden text" utilizing T’s Wicked Wonders name or trademarks without the express written consent of T’s Wicked Wonders Any unauthorized use terminates the permission or license granted by T’s Wicked Wonders. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of T’s Wicked Wonders so long as the link does not portray T’s Wicked Wonders, its associates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any T’s Wicked Wonders logo or other proprietary graphic or trademark as part of the link without express written permission.

**YOUR MEMBERSHIP ACCOUNT**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use our website only with involvement of a parent or guardian. T’s Wicked Wonders and its associates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion. Visitors may post reviews, comments, and other content: and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. T’s Wicked Wonders reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content. If you do post content or submit material, and unless we indicate otherwise, you grant T’s Wicked Wonders and its associates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant T’s Wicked Wonders and its associates and sublicenses the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post: that the content is accurate: that use of the content you supply does not violate this policy and will not cause injury to any person or entity: and that you will indemnify T’s Wicked Wonders or its associates for all claims resulting from content you supply. T’s Wicked Wonders has the right but not the obligation to monitor and edit or remove any activity or content. T’s Wicked Wonders takes no responsibility and assumes no liability for any content posted by you or any third party.

**RISK OF LOSS**

All items purchased from T’s Wicked Wonders are made pursuant to a shipment contract. This basically means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

**PRODUCT DESCRIPTIONS**

T’s Wicked Wonders and its associates attempt to be as accurate as possible. However, T’s Wicked Wonders does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. If a product offered by T’s Wicked Wonders itself is not as described, your sole remedy is to return it in unused condition.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY THIS SITE IS PROVIDED BY T’S WICKED WONDERS ON AN "AS IS" AND "AS AVAILABLE" BASIS. T’S WONDERS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, T’S WICKED WONDERS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. T’S WICKED WONDERS DOES NOT WARRANT THAT THIS SITE, ITS SERVERS, OR E-MAIL SENT FROM T’S WICKED WONDERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. T’S WICKED WONDERS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

**APPLICABLE LAW**

By visiting T’s Wicked Wonders, you agree that the laws of the state of Pennsylvania, United States, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and T’s Wicked Wonders or its associates.

**DISPUTES**

Any dispute relating in any way to your visit to T’s Wicked Wonders or to products you purchase through T’s Wicked Wonders shall be submitted to confidential arbitration in Pennsylvania, United States, except that, to the extent you have in any manner violated or threatened to violate T’s Wicked Wonders intellectual property rights, T’s Wicked Wonders may seek injunctive or other appropriate relief in any state or federal court in the state of Pennsylvania, United States, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrators award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

**SITE POLICIES, MODIFICATION, AND SEVERABILITY**

Please review our other policies, such as our Shipping and Returns policy, posted on this site. These policies also govern your visit to T’s Wicked Wonders. We reserve the right to make changes to our site, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

**QUESTIONS:**

Questions regarding our Conditions of Usage, Privacy Policy, or other policy related material can be directed to our support staff by clicking on the "Contact Us" link in the side menu. Or you can email us at TsWickedWonders@gmail.com

**Web Site Terms and Conditions of Use (2)**

**1. Terms**

By accessing this web site, you are agreeing to be bound by these web site Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this web site are protected by applicable copyright and trade mark law.

**2. Use License**

1. Permission is granted to temporarily download one copy of the materials (information or software) on T’s Wicked Wonders website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
	1. modify or copy the materials;
	2. use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
	3. attempt to decompile or reverse engineer any software contained on T’s Wicked Wonders website;
	4. remove any copyright or other proprietary notations from the materials; or
	5. transfer the materials to another person or "mirror" the materials on any other server.
2. This license shall automatically terminate if you violate any of these restrictions and may be terminated by T’s Wicked Wonders at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

**3. Disclaimers**

1. The materials on T’s Wicked Wonders website are provided "as is". T’s Wicked Wonders makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, T’s Wicked Wonders does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet web site or otherwise relating to such materials or on any sites linked to this site.
2. The items on T’s Wicked Wonders Website are sold as a Curio. For external use only. Not intended for children. Not intended for consumption or medical use. These products are sold as a curio ONLY and we make absolutely **NO CLAIMS** or **GUARANTEES** that it will produce any tangible results whatsoever. Buyer assumes all responsibility for purchase and releases the seller from all liability. Sold for entertainment purposes **ONLY**. None of T’s Wicked Wonders, LLC herbs, roots, or elements is meant for consumption or medical use. The Content on this site is for reference purposes and is not a substitute for advice from a licensed health-care professional. You should not rely solely on this content, and T’s Wicked Wonders assumes no liability for inaccuracies. Always read labels and directions before using a product. Statements regarding dietary supplements have not been evaluated by the FDA, and these products are not intended to diagnose, treat, cure, or prevent any disease or condition.
3. The Site may contain (or you may be sent through the Site) links to other websites or content belonging to or originating from third parties or links to websites and features in banners or other advertising. Such external links are not investigated, monitored, or checked for accuracy, adequacy, validity, reliability, availability or completeness by us. **WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY INFORMATION OFFERED BY THIRD¬PARTY WEBSITES LINKED THROUGH THE SITE OR ANY** **WEBSITE OR FEATURE LINKED IN ANY BANNER OR OTHER ADVERTISING. WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND Third party PROVIDERS OF PRODUCTS OR SERVICES.**
4. We are a participant in the Amazon Services LLC Associates Program, an affiliate advertising program designed to provide a means for us to earn advertising fees by linking to Amazon.com and affiliated websites.
5. The Site may contain testimonials or reviews. These testimonials reflect the real ¬life experiences and opinions of such users. However, the experiences are personal to those particular users, and may not necessarily be representative of all users of our products and/or services. We do not claim, and you should not assume, that all users will have the same experiences.
6. By using this website and or blog, or making a purchase, user agrees as follows: The information, services and products are sold or given to the user with the understanding that neither the author, seller, nor publisher is engaged in rendering any legal, business or financial advice to the purchaser or to the general public. The views and opinions expressed are those of the authors and do not necessarily reflect the official policy or position of T’s Wicked Wonders, LLC. Any content provided by our bloggers or authors are of their opinion, and are not intended to malign any religion, ethnic group, club, organization, company, individual or anyone or anything. Although we make strong efforts to make sure our information is accurate, T’s Wicked Wonders, LLC cannot guarantee that all the information on this website and or blog is always correct, complete, or up-to-date. By purchasing any of our products or services, user agrees to and is knowingly assuming any and all risk associated with using these products or services. **Please read this Disclaimer carefully before you start to use www.Tswickedwonders.com** By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by the Disclaimer. If you do not want to agree to the Privacy Policy, you must not access or use [www.Tswickedwonders.com](http://www.tswickedwonders.com) **TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCTS, SERVICES AND INFORMATION ON THIS WEBSITE AND OR BLOG IS PROVIDED “AS IS” AND WITH ALL FAULTS AND SHALL T’S WICKED WONDERS, LLC MAKES NO PROMISES, REPRESENTATIONS, OR WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PRODUCTS, SERVICES AND INFORMATION, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND SHALL T’S WICKED WONDERS, LLC SPECIFICALLY DISCLAIMS ALL IMPLIED (IF ANY) WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS, QUIET ENJOYMENT, AND QUIET POSSESSION. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE PRODUCTS, SERVICES AND INFORMATION LIES WITH USER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL T’S WICKED WONDERS, LLC OR ITS SUPPLIERS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR USER’S USE OF OR INABILITY TO USE THE PRODUCTS, SERVICES AND INFORMATION, OR THE PROVISION OR FAILURE TO PROVIDE SUPPORT SERVICES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR REASONABLE CARE), NEGLIGENCE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER CLAIM FOR PECUNIARY OR OTHER LOSS WHATSOEVER, OR FOR ANY CLAIM OR DEMAND AGAINST USER BY ANY OTHER PARTY, EVEN IF SHALL T’S WICKED WONDERS, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOT WITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.** **NOT WITHSTANDING ANY DAMAGES USER MAY INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF SHALL T’S WICKED WONDERS, LLC AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID FOR THE PRODUCTS, SERVICES AND INFORMATION OR U.S. $1. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.** If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions of this Agreement will remain in effect. T’s Wicked Wonders, LLC has the right to modify these terms and conditions at any time.

**4. Limitations**

In no event shall T’s Wicked Wonders or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on T’s Wicked Wonders Internet site, even if T’s Wicked Wonders or a T’s Wicked Wonders authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

**5. Revisions and Errata**

The materials appearing on T’s Wicked Wonders website could include technical, typographical, or photographic errors. T’s Wicked Wonders does not warrant that any of the materials on its web site are accurate, complete, or current. T’s Wicked Wonders may make changes to the materials contained on its web site at any time without notice. T’s Wicked Wonders does not, however, make any commitment to update the materials.

**6. Links**

T’s Wicked Wonders has not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by T’s Wicked Wonders of the site. Use of any such linked web site is at the user's own risk.

**7. Site Terms of Use Modifications**

T’s Wicked Wonders may revise these terms of use for its web site at any time without notice. By using this website, you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

**8. Governing Law**

Any claim relating to T’s Wicked Wonders website shall be governed by the laws of the State of Pennsylvania without regard to its conflict of law provisions.

General Terms and Conditions applicable to Use of a Web Site.

**Privacy Policy**

Your privacy is very important to us. Accordingly, we have developed this Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information. The following outlines our privacy policy.

* Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.
* We will collect and use of personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.
* We will only retain personal information as long as necessary for the fulfillment of those purposes.
* We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.
* Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.
* We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.
* We will make readily available to customer’s information about our policies and practices relating to the management of personal information.

We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.

**Return & Refund Policy**

Effective as of January 1, 2021

Thanks for shopping at T's Wicked Wonders. If you are not entirely satisfied with your purchase, we're here to help. Our policy lasts **14 days**. If **14 days** have gone by since your purchase, unfortunately we can’t offer you a refund, exchange or a store credit.

To be eligible for a return, your item must be unused and in the same condition that you received it. It must also be in the original packaging.

Several types of goods are exempt from being returned. Perishable goods such as food, flowers, newspapers or magazines cannot be returned. We also do not accept products that are intimate or sanitary goods, hazardous materials, or flammable liquids or gases.

Additional non-returnable items:

\* Gift cards

\* Downloadable software products

\* health and personal care items

\* prepaid cards

\* subscriptions

\* customized or homemade products

To complete your return, we require a receipt or proof of purchase and a return form. Please do not send your purchase back to the manufacturer.

There are certain situations where only partial refunds are granted: (if applicable)

\* Book with obvious signs of use

\* CD, DVD, VHS tape, software, video game, cassette tape, or vinyl record that has been opened.

\* Any item not in its original condition, is damaged or missing parts for reasons not due to our error.

\* Any item that is returned more than **14 days** after delivery

**Refunds (if applicable)**

Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund. If you are approved, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within a certain amount of days.

**Late or missing refunds (if applicable)**

If you haven’t received a refund yet, first check your bank account again. Then contact your credit card company, it may take some time before your refund is officially posted. Next contact your bank. There is often some processing time before a refund is posted. If you’ve done all of this and you still have not received your refund yet, please contact us at **TswickedWonders@gmail.com**.

**Sale items (if applicable)**

Only regular priced items may be refunded, unfortunately sale items cannot be refunded.

**\*All items are sale items online unless noted in item description.**

**Exchanges (if applicable)**

We only replace or give a store credit to items if they are defective or damaged. If you need a store credit for your purchase, send us an email at **TswickedWonders@gmail.com** and we will send you further shipping instructions. If you need to exchange it for the same item, send us an email at **TswickedWonders@gmail.com** and put EXCHANGE in subject line.

**Gifts**

If the item was marked as a gift when purchased and shipped directly to you, you’ll receive a gift credit for the value of your return. Once the returned item is received, a gift certificate or card will be mailed to you.

If the item wasn’t marked as a gift when purchased, or the gift giver had the order shipped to themselves to give to you later, we will send a refund to the gift giver and they will be notified about your return.

**Shipping**

You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are non-refundable. If you receive a refund, the cost of return shipping will be deducted from your refund.

\*Please note: 5% restocking fee will be charged for all returns in excess of $50.00

Depending on where you live, the time it may take for your exchanged product to reach you, may vary. If you are shipping an item over $75, you should consider using a trackable shipping service or purchasing shipping insurance. We don’t guarantee that we will receive your returned item.

## Website Terms & Conditions and Privacy Policy (3)

## **Terms and Conditions**

Please read these Terms and Conditions carefully. **T's Wicked Wonders, LLC** reserves the right to change these Terms and Conditions on the Website from time to time, and by using the Website, you agree to the Terms and Conditions as they appear whether or not you have read them. If at any time you do not agree with these Terms and Conditions, please do not use this Website.

**Website Use and Consent**

Whether you use this Website as a casual visitor, guest, registered user, licensee, or as a member of our programs, you agree to certain terms which are outlined below.

If you have purchased a program or subscription or otherwise entered into an agreement with us, you will also be governed by the terms of that agreement or the terms and conditions for that program, which shall prevail in the event of a conflict. Online purchases have additional terms and conditions relating to the transaction as indicated.

We try to ensure that Website availability is uninterrupted and that transmissions will be error-free. However, we cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or the introduction of new facilities or services. We, of course, try to limit the frequency and duration of any suspension or restriction. Contain technical inaccuracies or typographical errors. This information may be changed or updated without notice. We assume no Although every effort is made to ensure the accuracy of published information on or through this Website, the Website may inadvertently be responsible for errors or omissions on the site or in documents referenced by or linked to our Website.

This Website is intended solely for users who are thirteen (13) years of age or older. Any registration by, use of or access to the Website by anyone under age 13 is unauthorized, unlicensed and in violation of these Terms of Use. By accessing or using this Website, you represent and warrant that you are 13 years or older and that you agree to and to abide by all of our terms and conditions.

**Intellectual Property Rights**

The content, layout, design, data, databases, and graphics on this Website are protected by United States intellectual property laws. Content is solely owned by us unless otherwise indicated.

**Our Limited License to You.** This Website and all the materials available on the Website are the property of us and/or our affiliates or licensors and are protected by copyright, trademark, and other intellectual property laws.

The content, layout, design, data, databases, and graphics on this Website are protected by United States intellectual property laws. The content is solely owned by us unless otherwise indicated.

If you purchase any program, services, or materials through this Website, you will be considered our Licensee and the terms and conditions specifically relating to the respective program or service purchase shall apply.

If you are a visitor to this Website and you are not making a purchase of a program, service, or materials through this Website, for the avoidance of doubt, all content obtained from or on this Website is our property, and you are granted a revocable, non-transferable license for personal, non-commercial use only, limited to you only. When you enroll in or purchase any of our programs or services or obtain information through this Website, you expressly agree that you will not steal our content. Duplication, sharing, or uploading course files to sharing sites, or downloading or sharing information contrary to the limited license we have provided to you herein is considered stealing and theft, and we will prosecute theft to the full extent of the law.

In addition, as a Licensee, you understand and acknowledge that the information obtained on or through this Website have been developed or obtained by us through the investment of significant time, effort, and expense, and that this information is a valuable, special and unique asset of ours which needs to be protected from improper and unauthorized use. You may not use this site or the materials available on or through this Website in a manner that constitutes an infringement of our rights, or that has not been authorized by us.

As a visitor to this Website, you may from time to time, download and/or print copies of individual pages of the Website, including blog posts, for your personal, non-commercial use, provided that you give us full attribution and credit by name, keep intact all copyright and other proprietary notices and, if used electronically, you must include the link back to the Website page from which the information was obtained. By downloading, printing, or otherwise using Website content for personal use you in no way assume any ownership rights of that material.

You may not in any way use, copy, adapt or represent any of our material in any way as if it is yours or created by you unless specifically permitted to do through the terms and conditions relating to your respective program or service purchase or unless specifically authorized by us in advance and in writing.

Unless otherwise explicitly authorized in these Terms and Conditions or the terms and conditions relating to a specific program or service you purchased through this Website, or unless you obtain advance written permission from us, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material purchased through any of our Programs, Products or Services, or obtained on or through the Website, including through an individual or group program, e-book, private Facebook or Website forum, or class for commercial use, or for use in any way that earns you money, and you must seek our permission before using any of our materials or content from this Website for your own business use or before sharing with others. All rights not expressly granted in these terms or any express written license are reserved by us.

The trademarks and logos which are displayed on the Website are trademarks belonging to us. Any use including framing, meta tags or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without our express written consent.

**Your License to Us.** By posting or submitting any material (including, without limitation, comments, blog entries, photos and videos) to us via the Website, you are representing: (i) that you are the owner of the material, or are making your posting or submission with the express consent of the owner of the material; and (ii) that you are 13 years of age or older. In addition, when you submit or post any material, you are granting us, and anyone authorized by us, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such material, in whole or in part, in any manner or medium, now known or hereafter developed, for any purpose. The foregoing grant that includes the right to exploit any proprietary rights in such posting of submission, including, but not limited to, right under copyright, trademark, service mark or patent laws under any relevant jurisdiction. Also, in connection with the exercise of such rights, you grant us, and anyone authorized by us, the right to identify you as the author of any of your postings or submissions by name, email address, or screen name, as we deem appropriate. You acknowledge that we have the right but not the obligation to use and display any postings or contributions of any kind and that we may elect to cease the use and display of any such materials (or any portion thereof), at any time for any reason whatsoever.

**Limitations on Linking and Framing.** You may establish a hypertext link to the Website so long as the link does not state or imply any sponsorship of your site by us or by the Website. However, you may not, without our prior written permission, frame or inline link any of the content of the Website, or incorporate into another Website or other service any of our material, content or intellectual property.

**Obtaining Permission to Use Our Intellectual Property**

Any request for permission of our content or images, or other use of information obtained from or through our Programs, Products, Services, or Website, or any other intellectual property not specifically authorized, should be made using the “Contact Us” form on this Website, or by sending an e-mail to**TsWickedWonders@gmail.com**

**Security**

We take every precaution to protect our users’ information. When users submit sensitive information via the Website, all information is protected both online and offline.

However, due to the nature of the Internet, we cannot completely ensure or warrant the security of any information transmitted to us or through our services. Submitting information is done at your own risk.

We have security measures in place to prevent the loss, misuse, and alteration of the information that is obtained from you, but we make no assurances about our ability to prevent any such loss, misuse, to you or to any third party arising out of any such loss, misuse, or alteration.

**Disclaimer**

As a visitor to this Website and as a Licensee, you agree that you are using your own judgment in using the information provided on and through this Website, which is done at your own risk.

THE INFORMATION, PROGRAMS, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE WEBSITE AND BY US AND ANY THIRD-PARTY SITES ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE WEBSITE OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THIS WEBSITE, INCLUDING BULLETIN BOARDS, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE WEBSITE OR MATERIALS ON THIS WEBSITE OR ON THIRD-PARTY SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

You agree at all times to defend, indemnify and hold harmless us and our affiliates, successors, transferees, assignees and licensees and respective parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to your breach of any obligation, warranty, representation or covenant set forth herein. We try to ensure our Website is available for use at all times, other than for a small period of scheduled downtime; however, we do not warrant that at other times our Website will be available. To the fullest extent permitted by law, we will not be liable to you for damages or refunds should our Website become unavailable or access to the Website becomes slow or incomplete due to system backup procedures, internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays, or any other cause which may from time to time make our Website inaccessible to you. The content obtained on or through this Website is designed for non-medically trained individuals and should not be relied upon as a replacement for consultation with your doctor or other qualified healthcare providers. The information provided through our Website is not intended to be a substitute for professional medical advice, diagnosis or treatment that can be provided by your own physician, nurse practitioner, physician assistant, therapist, counselor, mental health practitioner, licensed dietitian or nutritionist, spiritual counselor, or any other licensed or registered health care professional. You and your clients should not disregard professional medical advice or delay seeking professional advice because of information you have read on this Website or received from us. You and your clients should not stop taking any medications without speaking to your physician, nurse practitioner, physician assistant, mental health provider or other healthcare professional. If you or your clients have or suspect that you/they have a medical or mental health issue, you are advised to contact your/their own health care provider promptly. You and your clients assume all risks and no results are guaranteed. The content of this Website is provided for educational and informational purposes only to help you reach your own business goals, but you are solely and personally responsible for the results you and your clients obtain through our Website.

By using our Website in any way or for any reason, you also implicitly agree to our full Disclaimer.

**Limitation of Liability**

Under no circumstances, including, but not limited to negligence, shall anyone related to **T's Wicked Wonders, LLC** or any subsidiary and parent companies or affiliates, included but not limited to our shareholders, directors, officers, staff, employees, affiliates, successors, transferees, assignees or licensees and their respective parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees, be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use, the Program, including its materials or third party materials made available through the Program, even if we are advised beforehand of the possibility of such damages.

You agree at all times to defend, indemnify and hold harmless **T's Wicked Wonders, LLC** our shareholders, directors, officers, employees, affiliates, successors, transferees, assignees or licensees and their respective parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees of each, if applicable, from and against accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue and any and all claims, causes of action, damages, liabilities, costs, and expenses, including legal fees and expenses, arising out of or related to the Program as experienced by you, anyone affiliated in any way with your business, or any of your clients, and/or your breach of any obligation, warranty, representation or covenant set forth in these Terms and Conditions.

You acknowledge and agree that no representation has been made by us or our affiliates and relied upon as to the future results that may be obtained from your access to our Website.

**Third Party Links**

Throughout this Website, we may provide links and pointers to Internet sites which may take you outside of our owned or controlled Website to other websites maintained by third parties. Links are provided for your convenience, and an inclusion of any link does not imply endorsement, sponsorship, or approval by us of the linked website, its operator or content. Also, neither we nor affiliates operate or control in any respect any information, programs, products or services that third parties may provide on or through their websites or on websites linked to our Website. We have no control over the contents or functionality of those websites and accept no responsibility for any loss or damages that may arise from your use of them. We are not responsible for any website outside this Website, and such other website use will be subject to those linked websites’ relevant terms and conditions and privacy policies. It is your responsibility to review these terms and conditions and privacy policies of other websites to confirm that you understand and agree with those policies. If applicable, any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, are those of the respective authors or distributors, and not us. Neither we nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content. Furthermore, we do not endorse, and we are not responsible for the accuracy and reliability of any opinion, advice, or statement made on any of the Websites by anyone other than our authorized representative while acting in his/her official capacity.

**Your Conduct**

You must not use our Website in any way that causes or is likely to cause our Website or access to it to be interrupted, damaged or impaired in any way. You understand that you are solely responsible for all electronic communications and content sent from your computer to this Website or to us.

You must use the Website for lawful purposes only. You must not use the Website for any of the following:

* For fraudulent purposes or in connection with a criminal offense or otherwise carry out any unlawful activity
* To send, use or re-use any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene or menacing, abusive, threatening, defamatory, objectionable, invasive of privacy, in breach of confidence, infringing of any intellectual property rights, or is otherwise injurious to third parties, or which consists of or contains software viruses or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware, commercial solicitation, chain letters, mass mailings or any spam
* To cause annoyance, inconvenience or needless anxiety
* To impersonate any third party or otherwise mislead as to the origin of your content
* To reproduce, duplicate, copy or resell any part of our Website or the content therein in contravention with these terms of use or any other agreement with us.

**Online Commerce**

Certain sections of the Website may allow you to purchase many different types of programs, products or services online that are provided by us or third parties. We are not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these programs, products or services.

If you make a purchase from us or from a merchant on the Website or on an external site linked to by the Website or through a cellular phone app, the information obtained during your visit to that merchant’s online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by both the merchant and us. A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies. In addition, when you purchase our Programs, Products or Services on or through the Website, you are subject to additional terms and conditions that specifically apply to your purchase or use of such Programs, Products or Services.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Website or cellular phone app. You agree to use the Website and to purchase our Programs, Products or Services through the Website or cellular phone app for legitimate purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular product or service.

You release us and our affiliates from any damages that you incur and agree not to assert any claims against them or us, arising from your purchase or use of any programs, products or services made available by third parties through the Website or cellular phone app.

Your participation, correspondence or business dealings with any third party found on or through our Website or cellular phone app, regarding payment and delivery of specific goods and services, and any other terms, conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that we shall not be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.

You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When purchasing for a third party that requires you to submit the third party’s personal information to us or a merchant, you represent that you have obtained the express consent of such third party to provide such third party’s personal information.

For more information regarding a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that merchant’s Website and click on its information links or contact the merchant directly.

**Termination**

*We* reserve the right in our sole discretion to refuse or terminate your access to the Website or any part of the Website at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Website affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the Website, and the disclaimers and limitations of liabilities set forth in these Terms and Conditions, shall survive. If you have any questions, please contact us at**TsWickedWonders@gmail.com****.**

**Privacy Policy**

**Privacy Policy Consent**

Use of the data that you provide to us, or which is collected by us on or through our Website is governed by this Privacy Policy. By using our Website, you consent to this Privacy Policy.

***Submission, Storage, and Sharing of Personal Data***

We may seek personal data including your name, e-mail address, and other contact information, namely when you take actions such as subscribe to our newsletter, join our private forum(s), comment on our blog, use this Website, and/or purchase our Programs, Products or Services or contact us. This information is used to contact you about the Program, Products or Services for which you have expressed interest. By providing such information to us, you grant us permission to use and store such information. We, in turn, will use our best efforts to keep such information safe and secure.

Your information is stored through a data management system. Your information can only be accessed by those who help manage that information in order to deliver e-mail or otherwise contact those who would like to receive our correspondence. There may be an occasion where we may ask for demographic information such as gender or age, etc., to personalize our programs or correspondence, or to distinguish adults from minors, but if you choose not to provide such personally identifiable data and information, you may still use the Website, but will not be able to use those services where such information may be required.

**Confidentiality**

We aim to keep the personal information that you share with us confidential. Please note that we may disclose personal information if required to do so by law or in the good-faith belief that such action is necessary to (a) conform to the edicts of the law or comply with legal process served on us, our partners, sponsors, investors, or affiliates; (b) protect and defend our rights or property or those of our users; and (c) act as immediately necessary in order to protect the personal safety of our users or the public.

Note that whenever you voluntarily make your personal information available for viewing by third parties online, such as on blogs, message boards, emails, or in chat areas, the information you share also can be seen, collected and used by third parties, and therefore, we cannot be responsible for any unauthorized third-party use of such information that you voluntarily share.

**Passwords**

To use certain features of the Website, you may need a username and password. You are responsible for maintaining the confidentiality of the password and account and are responsible for all activities (whether by you or by others) that occur under your password or account. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. It is your responsibility to protect your own password from disclosure to others. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information. You are responsible for activities that take place using your password(s) and within your account. If you share your password(s) with anyone, they may be able to obtain access to your personal information at your own risk. By using our Website, you agree to enter true and accurate information on the Website. If you enter a bogus email address, we have the right to immediately deactivate your account. We will use our best efforts to keep your password(s) private and will not otherwise share your password(s) without your consent, except as necessary when the law requires it or in the good faith belief that such action is necessary, particularly when disclosure is necessary to identify, contact or bring legal action against someone who may be causing injury to others or interfering with our rights or property.

**Unsubscribe**

You may unsubscribe to our e-newsletters or updates at any time through the unsubscribe link in the footer of all email communications.

We manage email lists through a list management system. Unsubscribing from one list managed by us will not necessarily remove you from all publication email lists. If you have questions or are experiencing problems unsubscribing, please contact us at TsWickedWonders@gmail.com**.**

***Anti-Spam Policy***

We have taken the necessary steps to ensure that we are compliant with the CAN-SPAM Act of 2003 by never sending out misleading information. We have a no spam policy and provide you with the ability to opt-out of our communications by selecting the unsubscribe link at the footer of all e-mails. We will not sell, rent or share your email address.

**Children’s Online Privacy Protection Act Compliance**

We are in compliance with the requirements of COPPA (Children’s Online Privacy Protection Act), and we do not collect any information from anyone under 13 years of age. Our Website, Programs, Products, and Services are all directed to people who are at least 13 years old or older.

***Anonymous Data Collection and Use***

To maintain our Website’s high quality, we may use your IP address to help diagnose problems with our server and to administer the Website by identifying which areas of the Website are most heavily used, and to display content according to your preferences. Your IP address is the number assigned to computers connected to the Internet. This is essentially “traffic data” which cannot personally identify you, but is helpful to us for marketing purposes and for improving our services.

Traffic data collection does not follow a user’s activities on any other websites in any way. Anonymous traffic data may also be shared with business partners and advertisers on an aggregate basis.

***Use of “Cookies”***

We may use the standard “cookies” feature of major web browsers. Cookies are small pieces of data stored on your computer that contain information about the user. We do not set any personally identifiable information in cookies, nor do we employ any data-capture mechanisms on our Website other than cookies.

Cookies help us learn which areas of our Website are useful and which areas need improvement. You may choose to disable cookies through your web browser’s settings. However, disabling this function may diminish your experience on the Website and some features may not work as intended.

Cookie information is only used when communicating with users as per their indicated preferences and as needed for service-related communications. Third party content that may be displayed on our site may also contain their own cookies, but we have no access to or control over any information collected by third parties through our Website.

**Privacy Policies of Third Party Links**

Occasionally, at our discretion, we may include or offer third party programs, products or services on our Website. These third-party Websites have separate and independent privacy policies. We, therefore, have no responsibility or liability for the content and activities of these linked sites, and thus we cannot be held liable for the information on their Website or that you voluntarily share with their Website. Nonetheless, we seek to protect the integrity of our Website, and we welcome any feedback about these Websites.

***Assignment of Rights***

In the event of an assignment, sale, joint venture, or other transfer of some or all of our assets, you agree we can assign, sell, license or transfer any information that you have provided to us. Please note, however, that any purchasing party is prohibited from using the personal data and information submitted to us under this Privacy Policy in a manner that is materially inconsistent with this Privacy Policy without your prior consent.

**Notification of Changes**

We may use your contact information to inform you of changes to the Website, or, if requested, to send you additional information about us. We reserve the right, at our sole discretion, to change, modify or otherwise alter this Privacy Policy at any time. Such changes and/or modifications shall become effective immediately upon the posting thereof.

Continued use of any of our Programs, Products or Services, or information obtained through or on the Website following the posting of changes and/or modifications constitutes acceptance of the revised Privacy Policy.

If you have any questions, please contact us at **TswickedWonders@gmail.com**