**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**

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**YOUR MEMBERSHIP ACCOUNT**

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**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.

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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)**

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**4. Limitations**

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**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.

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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.

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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.

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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.

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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.

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***Anti-Spam Policy***

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**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.

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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.

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