

Website Terms of Service

Effective March 13, 2019

These are the Website Terms of Service (“Terms”) for Sweet Castle LLC. (“Sweet Castle” or “us” or “we”) which govern your access to and use of Sweet Castle operated and controlled websites including www.sweet-castle.com; www.sweet-castle.us; and www.sweet-castle.info (“Website”). Please note your access to and use of the Website is conditioned on your acceptance of and compliance with these Terms. By accessing or using the Website you agree you are bound by these Terms.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, OBLIGATIONS, AND AVAILABLE REMEDIES RESULTING FROM YOUR USE OF THE WEBSITE. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AS DESCRIBED BELOW.

1. Your Acceptance Of The Terms

Please be aware that these Terms constitute a binding legal agreement between you and Sweet Castle outlining your legal rights, obligations, and remedies arising from your use of the Website. You agree you are responsible for your use of the Website and any consequences resulting from your use of the Website. You may use the Website only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. If you do not agree to these Terms, you may not use the Website.

You may use the Website only if you can form a binding contract with Sweet Castle and are not a person barred from receiving services under the laws of the United States or other applicable jurisdictions. If you are accepting these Terms and using the Website on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and that you agree, on behalf of the party that you represent, to this Agreement. If you reside in a jurisdiction that restricts the use of the Website because of age, or restricts the ability to enter into agreements such as this one due to age, you must abide by such age limits and you must not use the Website.

By accessing or using the Website, you (the “User”) represent and warrant that you have the right, authority, and capacity to enter into this Agreement, you will abide by these Terms, and that you have read, understand, and agree to be bound by these Terms, and by the terms of Sweet Castle’s Privacy Notice. These Terms apply to anyone who accesses or uses the Website, whether or not you have registered for an account with Sweet Castle. By using the Website you agree you accept the terms and conditions of the Terms and Privacy Notice, including any dispute resolution, arbitration, limitation of damages, and choice of law provisions. The Website is always evolving and the form and nature of the Website may change from time to time without prior notice to you. In addition, Sweet Castle may permanently or temporarily stop providing the Website, or features of the Website, and may not provide you with prior notice.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE ACCESSING OR USING THE WEBSITE. BY ACCESSING OR USING THE WEBSITE, YOU AGREE YOU ARE BOUND BY THESE TERMS OF SERVICE IN THEIR ENTIRETY. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS INCLUDED WITHIN THESE TERMS, THEN YOU MAY NOT ACCESS OR USE THE WEBSITE.

2. Privacy

Sweet Castle knows you care about your privacy. Any information you or other users provide to Sweet Castle or which we collect about you or others is subject to our Privacy Notice. To learn more about how Sweet Castle collects, uses, shares, and secures your information, please review Sweet Castle’s Privacy Notice at, which is incorporated into your agreement with Sweet Castle by this reference.

3. Eligibility To Use The Website

The Website is intended for legal use by adults only and are not directed to children under the age of 18. You may not use the Website in any manner if you are under the age of 18 and any registration by anyone under 18 is void. By accessing or using the Website and thereby agreeing to these Terms, you represent and warrant to us: (1) that you are at least 18 years of age; (2) that you have not previously been suspended or removed from the Website; and (3) that your use of the Website is in compliance with any and all applicable laws and regulations.

4. Your Representations & Warranties to Sweet Castle

By using the Website, you represent, warrant, and agree:

1. You will only use the Website for lawful purposes, and you will not use the Website for sending, storing, or distributing any unlawful material or for fraudulent purposes;
2. You will not use the Website to cause nuisance, annoyance or inconvenience;
3. You will not impair the proper operation of the Website or any network which is used to support or access the Website;
4. You will not try to harm the Website in any way whatsoever;
5. You will not copy, or distribute the Website or other content without written permission from Sweet Castle;
6. You will only use the Website for your own use and will not resell any aspect of the Website to a third party;

7. You will keep secure and confidential your account password or any identification we may provide you which allows access to the Website; and
8. You will provide us with whatever proof of identity we may reasonably request.

5. Accounts & Registration

Registering for a Website Account: In order to use or access certain Website or features of the Website, you may be asked to register for a user account (a “Website Account”) and become a registered user of the Website (a “Registered User”). If you become a Registered User, you agree to: (1) provide accurate, current, and complete information about yourself and/or the Registered User during the registration process; (2) maintain and promptly update such information to keep it accurate, current, and complete; (3) maintain the security of your password and login information, and that you will not disclose your password or login information to any third party; (4) accept full responsibility for all use of any Website Account you register, and for any actions that arise from or take place using your Website Account, whether or not you have authorized such actions or use; and (5) immediately notify Sweet Castle of any unauthorized use of your Website Account. Failure to abide by this Agreement constitutes a breach of these Terms, which may result in immediate termination of your Website Account.

Your Website Account Information: You may not select or use a Website Account name, handle, or login that: (1) is comprised of or includes the name of another person with the intent to impersonate that person; (2) is subject to any rights of a person other than you without appropriate authorization; (3) suggests a false association between you and Sweet Castle; or (4) that, in Sweet Castle’s sole discretion, is offensive, vulgar, or obscene. Sweet Castle reserves the right to refuse registration of a Website Account, or cancel any account name, in its sole discretion.

Sweet Castle’s Termination of Access to the Website: Sweet Castle maintains the right to suspend or disable your access to the Website and any Website Account you may have created, or terminate these Terms, at its sole discretion and without prior notice to you if you breach the Terms, or if Sweet Castle otherwise determines such action is warranted. Sweet Castle reserves the right to revoke your access to and use of the Website at any time, with or without cause, whether or not you have established a Website Account or are a Registered User.

Your Cancellation of Your Website Account or Use of the Website: You may cancel your Website Account or your access to the Website at any time by contacting Sweet Castle using the information below. Upon cancellation of your Website Account, Sweet Castle may: (1) retain your information and content indefinitely; (2) continue to use your information for research purposes indefinitely; and (3) retain, use, and continue to show information about your use of the Website.

6. User Conduct

As a condition of your use of the Website, you agree not to use the Website: (1) for any illegal purpose; (2) for any purpose that is prohibited by these Terms; or (3) for any other purpose not reasonably intended by Sweet Castle as typical or expected use of the Website consistent with the purposes for which the Website as created. You specifically agree you will not do any of the following:

1. Use the Website for or in connection with any illegal purpose, including any violation of any applicable local, state, national, or international law, or rule or regulation having the force of law;
2. Abuse, harass, threaten, impersonate, or intimidate others;
3. Post, upload, or otherwise distribute or post links to any content that is unlawful, defamatory, libelous, inaccurate, or that you do not have all necessary rights to transmit, or that Sweet Castle or a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate as determined by Sweet Castle in its sole discretion;
4. Post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain any password or other confidential information, or private information from any Website User;
5. Create or submit unwanted email (“Spam”) to any other person or any URL;
6. Submit content linking or otherwise directing others to affiliate programs, multi-level marketing schemes, or off-topic content;
7. With the exception of accessing RSS feeds, to use any robot, spider, scraper or other automated means to access the Website for any purpose without our express written permission;
8. Take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure;
9. Interfere or attempt to interfere with the proper working of the Website or any activities conducted on or through the Website;
10. Bypass any measures we may use to prevent or restrict access to the Website or any part of the Website;
11. Interfere with the operation of the Website or any User’s enjoyment of the Website, including without limitation, by: (i) uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious software or code; (ii) making unsolicited offers, advertisements, or other solicitations, directing spam or other unsolicited communications to other Users, or conducting your own contests or promotions using the Website; (iii) attempting to collect personal information about Users or third parties without their consent; or (iv) interfering with or disrupting any networks, equipment, or servers connected to or used to provide the Website, or violating the regulations, policies, or procedures of such networks, equipment, or servers;

12. Share, sell, or otherwise transfer the access granted to you to the Website, including information regarding your Website login information, or password, or otherwise permit any other person to access the Website using your information, login, or password.
13. Use the Website, related content, or any component thereof, for any unintended commercial purpose, including advertising, offering for sale, or selling any item using the Website;
14. Violate, or encourage others to violate, the rights of third parties, including by infringing or misappropriating third party Intellectual Property or other legal rights;
15. Reproduce, distribute, publicly display or perform, modify, make derivative works of, redistribute, sublicense, rent, publish, sell, assign, lease, market, transfer, or otherwise make the Website, Content, code or program, available to others, in whole or part;
16. Interfere with security features of the Website, including without limitation, by: (i) disabling or circumventing features that prevent or limit use or copying of content, or which violate copyrighted or otherwise legally protected software; or (ii) reverse engineering or otherwise attempting to extract the source code of the Website or any part thereof, except to the extent that such activity is expressly permitted by applicable law;
17. Perform any fraudulent activity using or in connection with the Website, including impersonating any person or entity, claiming false affiliations, accessing the accounts or passwords of others without permission, or falsifying your age, date of birth, or contact information; or
18. Attempt to do any of the foregoing in this Section, or assist or permit any persons in engaging in any of the activities described in this Section.

7. Content & Licenses

Content Definitions

There are various types of content involved in providing and operating the Website. Throughout the remainder of these Terms, we will use the term “Content” to mean all text, links, graphics, images, photos, music, software, audio, video, information, software, copyrights, trademarks, trade dress, and other materials and intellectual properties comprising or included within the Website. “Sweet Castle Content” means Content that Sweet Castle makes available to you through the Website, including Content owned by Sweet Castle or licensed to Sweet Castle from a third party. “Collective Content” collectively refers to all of the Content available through the Website.

Content Ownership

All Sweet Castle Content is owned by Sweet Castle or its third party licensing partners. Your use of the Website does not grant you any rights to the use or control of any of Sweet Castle Content, except those rights expressly granted by this Agreement. Any copying, republication, redistribution, or creation of derivative works based upon the Sweet Castle Content, including by caching, framing or any similar means, without the prior written consent of Sweet Castle is strictly prohibited.

The Website and the Sweet Castle Content are protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms, Sweet Castle and its licensors exclusively own all right, title and interest in and to the Website and the Sweet Castle Content, including all associated Intellectual Property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website or the Sweet Castle Content. Sweet Castle or its partners shall retain all worldwide rights in and to all Intellectual Property comprising or included within the Sweet Castle Content, including, but not limited to all trademarks, graphics, logos, designs, page headers, button icons, scripts, service names, software code, the “look and feel” of the Website, and copyrighted works associated with the Website is common law and/or registered copyrights, trademarks, and/or trade dress of Sweet Castle.

You should assume that everything you read or see on the Website is copyrighted or otherwise protected and owned by Sweet Castle, or a third party who licensed the right to use such content to Sweet Castle. Unless otherwise expressly noted, nothing that you read or see on the Website or other Collective Content, or any of the source code or HTML code that Sweet Castle uses to generate the Website may be copied, reproduced, modified, distributed, transmitted, republished, displayed, or performed for commercial use without the prior written consent of Sweet Castle or the appropriate Content owner without prior written consent, except as provided in these Terms or otherwise permitted by relevant law.

No Collective Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Sweet Castle’s prior written permission. You may not upload or republish Collective Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Collective Content is strictly prohibited.

Sweet Castle is not the publisher or speaker of any information on the Website provided by third party content providers, and Sweet Castle is not liable for any claims related to such information. Any mention in the Website of products or websites provided by third parties is for informational purposes only and constitutes neither an endorsement nor a recommendation by Sweet Castle. Sweet Castle assumes no responsibility for those products or services.

Sweet Castle's License to You

Subject to your compliance with these Terms, Sweet Castle grants you, to the extent it is able to do so, a limited, non-exclusive, non-transferable, non-sublicensable license to access, view, download, print, and otherwise use the Website and the Collective Content as intended.

You agree you will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Website or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise except for the licenses and rights expressly granted in these Terms. Any use of the Website or the Collective Content other than as specifically authorized herein, without the prior written permission of Sweet Castle, is strictly prohibited and will immediately terminate the license granted herein. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to Intellectual Property rights, whether by estoppel, implication or otherwise. This license is revocable by Sweet Castle at any time without notice and with or without cause.

8. Third Party Advertising & Marketing

Sweet Castle may employ third party advertising and marketing to deliver ads, information, and other promotions to you, both through the Website, and via other mechanisms to provide such materials to you outside of the Website such as on third party websites or platforms. By agreeing to our Terms, you agree to receive such advertising and marketing from Sweet Castle and our partners. If you do not wish to receive such advertising, you may notify us in writing using the contact information provided below. Sweet Castle may compile and release information regarding you and your use of the Website on an anonymous basis as part of a customer profile or similar report or analysis. You agree that it is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through the Website.

9. Intellectual Property

Sweet Castle and its licensors and partners own all rights, titles, and interests in and to the Website, and all related Intellectual Property rights, including all registered and unregistered trademarks, trade dress, graphics, logos, designs, page headers, button icons, scripts, service names, software code, inventions, copyrights, and copyrightable works, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Website (collectively, the "Sweet Castle IP"). The Sweet Castle IP may not be used in connection with any product or service in any manner that is likely to cause confusion or otherwise violate the rights granted to us in the Sweet Castle IP, including use of any the Sweet Castle IP as part of third party trademarks, trade dress, and/or as part of domain names, email addresses, account names or handles, or other digital properties.

This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Website, or any Intellectual Property rights owned by Sweet Castle. The Sweet Castle name, the Sweet Castle logos and designs, and the product and service names associated with the Website are trademarks of Sweet Castle or its affiliated third parties, and no right or license is granted to you by this Agreement to use the Sweet Castle IP for purposes not directly related to your use of the Website.

10. Linking & Framing

Sweet Castle grants you a limited, revocable, and nonexclusive right to create a hyperlink to the webpages of the Website, so long as the links do not portray Sweet Castle or its products or services in a false or misleading manner. You may not use any of Sweet Castle's logos or other proprietary graphics or trademarks as part of the link without express permission. "Framing" or "mirroring" the Website or any of its content is prohibited without the prior written consent of Sweet Castle.

The Website may contain links to third-party websites or resources, such as Instagram, LinkedIn, Pinterest, YouTube, Twitter, and Facebook. You acknowledge and agree that Sweet Castle is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Sweet Castle of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. You further acknowledge and agree that Sweet Castle shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

11. Email Notifications

As part of your use of the Website, you may be asked to elect to receive certain email notifications from Sweet Castle and its partners. These messages may include event updates and other promotions. Your election to receive such messages represents your express written consent to receiving emails from Sweet Castle related to the Website. You may opt-out of receiving certain notifications in association with the Website by completing the opt-out process provided to you with each email message. By opting-out of receiving notifications, you understand that we may not be able to communicate important information to you. Please note we may still contact you regarding certain important Website announcements or notifications even if you have opted-out from other messages.

12. Notices

You consent to receive from Sweet Castle all communications, including notices, agreements, legally required disclosures or other information in connection with the Website (collectively, "Notices") electronically. Sweet Castle may provide such Notices by posting them on or within the Website, by electronic mail to your email address on record in Sweet Castle account information, or by written communication sent by first class mail or pre-paid post to your address on record. You agree that we may communicate with you regarding Sweet Castle and other entities by electronic means to your mobile device and that certain information about your usage of the Website may be communicated to us. In the event you change or deactivate your mobile device, you agree to promptly update your information to ensure that your messages are not sent to the person that acquires your old device.

13. Termination

Sweet Castle may change, suspend or discontinue the Website for any reason, at any time, including the availability of any Website, features, or Content, without notice to you. Sweet Castle may also impose limits on certain services, features, or Content, or restrict your access to parts or all of the Website with or without notice to you.

Sweet Castle may also terminate or suspend your use of or access to the Website at any time, immediately, without notice, and without refund, for any violation of these Terms, in our sole and absolute discretion. Upon such termination or suspension, you must immediately cease accessing or using the Website, and agree not to access, re-download, re-register or otherwise make use of, or attempt to use, the Website.

Sweet Castle may also remove or disable access to any Collective Content and suspend or ban your access to the Website or any Sweet Castle account at any time for any violation of these Terms, including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content. To report violations of the Terms, please contact Sweet Castle using the information below. You are solely responsible for your interactions with other Users of the Website. Sweet Castle reserves the right, but has no obligation, to monitor disputes between you and other Users.

You acknowledge that we reserve the right to take action, technical, legal, or otherwise, to block, nullify, or deny your ability to access the Website. You understand that we may exercise this right in our sole discretion, and this right shall be in addition to and not in substitution for any other rights and remedies otherwise available to Sweet Castle. Continued use of the Website, its components, databases, or documentation, or any part thereof, after termination is a breach of the terms of this Agreement and a violation of copyright laws. You acknowledge that we may disable access to, refuse to post, or modify or remove any information or content, in whole or in part, for any reason or no reason at all. All provisions of this Agreement, which by their nature should survive termination, shall survive the termination of this Agreement, including, without limitation, provisions regarding ownership, warranty disclaimers, indemnity, and limitations of liability.

14. Export Control

You agree to comply fully with all U.S. and foreign export laws and regulations to ensure that neither the Website, nor any technical data related thereto, nor any direct product thereof, is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the Website, you represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

15. International Use

The Website is controlled and operated by Sweet Castle from within the United States. Sweet Castle makes no representations that materials contained within the Website is appropriate or available for use in other locations, and access to the Website from locations where such activity is illegal is prohibited. Those who choose to use the Website from other locations do so of their own initiative and are solely responsible for compliance with all applicable laws.

16. Indemnity

You agree you shall indemnify and hold harmless Sweet Castle, its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders, and employees against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or related to the Website, use of the Website, violation of the Terms, or the infringement by you of any Intellectual Property, or violation of any right of any person or entity by you or any third party using your information, login, or password.

17. Warranty Disclaimers

You acknowledge that Sweet Castle has no control over, and no duty to take any action regarding: (1) which Users gain access to the Website; (2) what effects the Content or the Website may have on you; (3) how you may interpret or use the Content or the Website; or (4) what actions you may take as a result of having been exposed to the Content or the Website.

You release Sweet Castle from all liability for you having acquired or not acquired Content through the Website. The Website may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. Sweet Castle makes no representations concerning any content contained in or accessed through the Website, and Sweet Castle will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Website. Sweet Castle makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no responsibility for any errors or omissions therein. Sweet Castle cannot guarantee that you will obtain the results you seek or warrant that Website will be error-free. Sweet Castle makes no representation or warranty of any kind with respect to use of Website or the use or accuracy of the information on the Website.

USER ACCESSES THESE WEBSITE AT HIS OR HER OWN RISK. THE WEBSITE IS PROVIDED ON AN “AS IS, AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COMPLETENESS OF ANY WEBSITE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY SWEET CASTLE ARE HEREBY DISCLAIMED. NEITHER SWEET CASTLE NOR ANY PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, LICENSORS, EMPLOYEES OR AGENTS WARRANT THAT THE WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE AND NO WARRANTY IS MADE AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE WEBSITE. THIS DISCLAIMER IS APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF SWEET CASTLE, COMPUTER VIRUS OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS, OR UNAUTHORIZED ACCESS TO OR USE OF USER INFORMATION THROUGH THEFT OR ANY OTHER MEANS. IN NO EVENT WILL SWEET CASTLE OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES, ASSIGNS OR THIRD PARTY CONTENT PROVIDERS BE HELD LIABLE FOR ANY CRIMINAL, TORTIOUS, OR NEGLIGENT ACTIONS OR OMISSIONS, OR ILLEGAL CONDUCT OF USERS OF THE WEBSITE.

18. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT TO THE EXTENT THAT ANY EXCLUSION OR LIMITATION OF ITS LIABILITY IS VOID, PROHIBITED OR UNENFORCEABLE BY APPLICABLE LAW, NEITHER SWEET CASTLE NOR ITS AFFILIATES, EMPLOYEES, AGENTS OR THIRD PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY LOSS RESULTING FROM USE OR UNAVAILABILITY OF INFORMATION OR CONTENT ON THESE WEBSITE, INCLUDING BUT NOT LIMITED TO, ANY LOST PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF OR DAMAGE TO DATA OR INFORMATION OF ANY KIND, DAMAGE TO EQUIPMENT, HARDWARE OR OTHER PROPERTY OF USER, PERSONAL INJURY, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY OR INCIDENTAL DAMAGES (WHETHER THE CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHER LEGAL THEORY) ARISING OUT OF THIS AGREEMENT OR IN CONNECTION WITH USE OF THE WEBSITE OR CONTENT, OR FOR ANY DIRECT DAMAGES IN EXCESS OF \$100 (IN THE AGGREGATE), EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

The “Disclaimer” and “Limitation of Liability” provisions of this Agreement are for the benefit of Sweet Castle as defined herein, and each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

19. General Terms

Entire Agreement

The Terms, including the incorporated Sweet Castle Privacy Notice, constitutes the entire agreement between Users of the Website and Sweet Castle regarding Users’ use of and access to the Website. Your use of the Website is intended for your enjoyment and benefit and the provision of the Website to you constitutes the sole and sufficient consideration that you are entitled to receive for any content or other contributions you have made to the Website.

Tax Information

Sweet Castle is registered for sales tax purposes in Florida, Wisconsin and Illinois. We are required by law to bill and collect sales tax from customers whose orders ship to these states. In states where we are not registered, you are responsible for paying taxes to your state revenue office.

Waiver & Severability

The failure of Sweet Castle to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

Controlling Law & Jurisdiction

These Terms and any action related thereto will be governed by the laws of the State of Illinois without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Website will be brought solely in the federal or state courts located in the Northern District of Illinois, United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. Neither the United Nations Convention on Contracts for the International Sale of Goods nor any enactment of the Uniform Computer Information Transactions Act shall apply to this Agreement. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Website or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. In any action or proceeding to enforce or interpret this Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

Transfer & Assignment

This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by you without the written consent of Sweet Castle. Sweet Castle may assign this Agreement upon ten (10) days prior written notice to you provided via email (if available) and by posting notice to the Website. This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties hereto.

No Independent Contractor or Joint Venture

The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

20. Changes To Our Terms

Sweet Castle may modify these Website Terms of Service from time to time. The most current version of these Terms will govern your use of the Website. We will notify you of material changes to these Terms by posting a notice at the Website. By continuing to access or use the Website after those changes become effective, you agree to be bound by the revised Website Terms of Service.

21. Contact Sweet Castle

Sweet Castle LLC
2714 S. 9th Ave.
Broadview, Illinois 60155
Telephone: 708-731-3896
E-mail: privacy@sweet-castle.de