

Seasonal Specialties, LLC
Terms of Use

IMPORTANT! PLEASE CAREFULLY READ THIS

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Seasonal may periodically audit your Use of this Site. In the event Seasonal, at its sole discretion, concludes that your Use is in violation of this Contract, Seasonal may immediately block further access. This remedy is in addition to any other remedy available at law, the exercise of which shall be undertaken at Seasonal’s sole discretion.

Seasonal reserves the right to change and/or amend this Contract at any time. Seasonal is not obligated to provide you with advance notice of such changes nor which changes were made. As such, you agree that it is your sole responsibility to periodically review this Contract, the latest version of which will be available at this URL.

This Contract does not alter in any way any other contract you may already have with Seasonal.

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USE RESTRICTIONS

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By way of illustration, which shall not be deemed exhaustive, the following activities are prohibited:

- A. Uploading, posting, emailing or otherwise transmitting any data that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable.
- B. Promoting or providing instructional information about illegal activities. This may include, but is not limited to, providing instructions on how to assemble bombs, other weapons, money laundering, etc.;
- C. Posting content that harms minors in any way;
- D. Impersonating any person or entity, including, but not limited to, a Seasonal employee, officer, director or agent, or falsely stating or otherwise misrepresenting your affiliation with another person or entity;
- E. Forging headers or otherwise manipulating identifiers in order to disguise the origin of any data transmitted through this Site or develop restricted or password-only access pages or images;
- F. Uploading, posting, emailing or otherwise transmitting any data that you do not have a right to transmit under any law or under contractual or fiduciary relationship;
- G. Uploading, posting, emailing or otherwise transmitting any data that infringes any patent, trademark, trade secret, copyright or other proprietary and/or confidentiality rights of any person or entity;
- H. Uploading, posting, emailing or otherwise transmitting any unsolicited or unauthorized advertising, promotional materials, spam, chain letters, pyramid schemes or any other form of solicitation;
- I. Uploading, posting, emailing or otherwise transmitting any data that contains software viruses or any other software code, files or programs designed to interrupt, destroy, surveil, or limit the functionality and/or capacity of any Seasonal computer software or hardware, including software or hardware provided by any of Seasonal's service providers.

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INDEMNIFICATION

You agree to indemnify, defend and hold harmless Seasonal, its affiliates, licensors, business partners, officers, directors, employees, agents and assigns harmless from any loss, liability, claim, demand, damage or expense (including reasonable legal fees) asserted by any third party relating in any way to your Use or breach of this Contract. Without limiting the application of this section, Seasonal reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you.

PRIVACY POLICY

You have read and agree to our Privacy Policy, which is available at www.SeasonalSpecialties.com/Seasonal_Specialties_Privacy_Policy.pdf.

REVISIONS TO THIS CONTRACT

Seasonal may revise this Contract at any time without notice by updating this post. You understand that it is your responsibility to periodically read this Contract.

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2. Identification of the material on the Site that is claimed to be infringing or to be the subject of the infringing activity.
3. The address, telephone number or email of the complaining party.
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5. A statement, under penalty of perjury, that the information in the notice of copyright infringement is accurate, and that the complaining party is authorized to act on behalf of the owner of the right that is allegedly infringed.

All notices of copyright infringement must be sent to:

Seasonal Specialties, Inc.

Email: info@seasonalspecialties.com

Important: All correspondence must be in English. If correspondence is not in English, it will be discarded.

APPLICABLE LAWS & MISCELLANEOUS

If any provision in this Contract is held by a court of competent jurisdiction to be invalid, then such provision shall be construed as nearly as possible to correspond with Seasonal's intentions and without prejudice to Seasonal as the drafter. The other provisions in the Contract shall remain unaffected. Seasonal's failure to exercise or enforce any right or provision of this Contract shall not constitute a waiver of such right or provision, unless previously agreed to in writing by Seasonal. The section titles in this Contract are solely used for convenience and have no legal significance. This Contract may be assigned in whole or in part by Seasonal. This Contract may not be assigned by you. This Contract shall be governed by and construed in accordance with the laws of the State of Minnesota, notwithstanding any conflict of laws provisions or rules. You unequivocally, irrevocably and unconditionally (i) consent to the exclusive jurisdiction of the state and federal courts sitting in Hennepin County, Minnesota for any litigation or dispute arising out of relating to this Contract, (ii) agree not to commence any litigation arising out of relating to this Contract in any other jurisdiction and (iii) agree not to plead or claim that such litigation is being brought in an inconvenient forum.