TERMS & CONDITIONS

For the Love of Peach (“Peach,” “us,” “our,” or “we”) owns and operates our Website located at www.givespacepeach.com (“Website”). Peach provides you access to our Website for your personal enjoyment and to promote, advertise and sell its products through our Website and mobile applications (“Apps”), subject to these Terms & Conditions, which Peach can update at any time without notice to you. All amendments automatically go into effect on the day after they are posted on our Website and your use of our Website thereafter constitutes your agreement to all amendments. By accessing or using Peach’s Website, you agree to follow and be bound by these Terms & Conditions. OUR WEBSITE IS NOT INTENDED FOR MINORS (DEFINED AS THOSE WHO ARE NOT AT LEAST 18 YEARS OF AGE), AND YOU MUST NOT USE OUR WEBSITE IF YOU ARE A MINOR.

Peach takes your privacy and intellectual property matters seriously. Our Intellectual Property Policy is incorporated below. Click to read our Privacy Policy.

ORDERS

Because we process orders quickly after receipt, orders cannot be canceled once placed the shipping method you select and product availability will determine the shipping date.

If you are not completely satisfied with your purchase, you may exchange it for a credit or refund within 30 days from the purchase date. The item must be unworn, in its original packaging with the original packing slip, UPC tag, sales order or invoice. Shipping on all returned items is non-refundable. All sales are final after 30 days.

You acknowledge that when you provide Peach with any contact information such as your email address, postal address or telephone number when you place an order (“Contact Information”), you expressly consent to our communicating with you using the Contact Information you provided to us.

OWNERSHIP OF WEBSITE CONTENT

All materials displayed on our Website, such as text, photographs, images, illustrations, data, graphics, or other content (“Materials”), are owned by Peach or its licensors or affiliates and are protected by copyright, trademark, and other laws. When you view these Materials, they are provided to you by Peach under a limited, revocable license. Peach retains full right and title in and to the Materials. You may not copy, publish, redistribute or sell any of the Materials, nor may you disassemble or otherwise convert such Materials to any other form. You acquire no rights or licenses whatsoever in the Materials.

ACCESS TO AND USE OF OUR WEBSITE

Peach grants you limited permission to view our Website and the Materials solely for your personal use, provided that (i) you do not alter or remove any copyright or trademark notice
appearing on our Website or Materials; (ii) the Materials are not used on any other website, networked computer environment or as part of a service bureau; and (iii) the Materials are not modified in any way. This permission terminates automatically without notice if you breach any of the terms or conditions of these Terms & Conditions. Any unauthorized use of any Materials may violate copyright laws, trademark laws, laws of privacy and publicity, and communications regulations and statutes.

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You are strictly prohibited from using our Website or any Materials to:

1. upload, post, e-mail or otherwise transmit any content or information that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable;
2. impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

- forge headers or otherwise manipulate identifiers in order to disguise the origin of any content or other information transmitted through our Website;

1. upload, post, e-mail or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships;
2. upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes;”
3. harass another Website user or collect or store personal data about other Website users; or

- infringe or violate any patent, copyright, trade secret, trademark, other intellectual property right or privacy of any third party;

In addition, you may not do anything to interfere or attempt to interfere with any function of our Website. You may not take any action that overloads, places an unreasonable burden on or otherwise diminishes the functionality or responsiveness of our Website, which Peach shall solely determine.

TERMINATION

You agree that Peach, in its sole discretion, may terminate your use of and access to our Website or any part thereof with or without notice and that Peach shall not be liable to you or any third party for any termination of your access to our Website.
THIRD-PARTY RESOURCES

Our Website may contain hyperlinks to other resources and websites for other businesses on the Internet. Those hyperlinks are provided as citations, resources, and aids to help you identify and locate other Internet resources that may be of interest, and are not intended to represent or imply that Peach sponsors, is affiliated or associated with the owners of those hyperlinks. Peach does not control any such websites, and you access them solely at your own risk. Peach also does not endorse or approve any products or information offered at or from websites you reach through our Website. Check the Uniform Resource Locator (URL) address provided in your Internet browser to determine if you are still on our Website or have moved to another website.

DISCLAIMER OF WARRANTIES AND LIABILITY

THIS WEBSITE AND ALL MATERIALS ON THIS WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO

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LIMITATION OF LIABILITY

IN NO EVENT SHALL PEACH BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY SIMILAR DAMAGES WHATSOEVER, EVEN IF PEACH HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, TORT OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF OUR WEBSITE AND ANY MATERIALS AVAILABLE FROM OR THROUGH OUR WEBSITE.

THE MAXIMUM AGGREGATE LIABILITY OF PEACH FOR ALL CLAIMS BY OR ON BEHALF OF YOU UNDER THESE TERMS & CONDITIONS SHALL BE A SUM EQUAL TO THE AGGREGATE AMOUNT OF PURCHASES MADE BY YOU FROM PEACH.
DURING THE YEAR PRECEDING THE DATE OF ASSERTION OF A FIRST CLAIM BY YOU.

THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Peach, its officers, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages, and costs, including reasonable attorneys’ fees and court costs, resulting from any violation of these Terms & Conditions.

JURISDICTION

Peach controls and operates our Website and provides the Services from its headquarters in Kansas. Peach does not warrant that our Website or any Materials are appropriate for use outside of the United States. Any claim relating to our Website shall be governed by the substantive laws of the State of Kansas, without regard to its conflict of laws or provisions, and you agree that jurisdiction and venue in any legal proceeding arising out of or relating to any of the foregoing shall be exclusive in the state court located in Crawford County, Kansas or the United States District Court for the District of Kansas.

INTELLECTUAL PROPERTY POLICY

Peach has adopted the following general policy for copyright and intellectual property infringement in accordance with general U.S. intellectual property laws and the Digital Millennium Copyright Act (“DMCA”) ( “http://lcweb.loc.gov/copyright/legislation/dmca.pdf” ). Peach will respond to notices of this form from jurisdictions outside the U.S. The address of Peach’s Designated Agent to Receive Notifications of Claimed Infringement (“Designated Agent”) is listed below.

dmca@givespacepeach.com

Peach may respond to a proper notice by (i) removing or disabling access to any Materials and/or content provided by any Website user (“User Generated Content”) claimed to be subject of infringing activity; and (ii) removing access to our Website to repeat offenders. If Peach removes or disables a Website user’s access in response to such a DMCA notice, Peach will make a good faith attempt to contact the allegedly infringing user so that such user may submit a counter-notification.
A. Procedure for Reporting Copyright or Intellectual Property Infringements:

If you materially misrepresent that any Materials and/or User Generated Content on our Website is infringing your intellectual property rights, you may be liable for damages (including costs and attorneys’ fees). If you are not sure whether the Materials and/or User Generated Content infringe upon your intellectual property, please contact an attorney before contacting Peach. If you believe that any Materials and/or User Generated Content residing on or accessible through our Website infringes a copyright or other intellectual property right, to provide Peach of notice of such infringement, you must send a written notice of the infringement to the Designated Agent listed above (“Infringement Notification”). Your notice must specify the type of infringement and include the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or intellectual property right that has been allegedly infringed (by fax or regular mail—not by email, except by prior agreement);
2. Identification in sufficient detail of the material being infringed, including the relevant patent, copyright or trademark registration number;
3. Identification of the Materials and/or User Generated Content that is claimed to be infringing the identified intellectual property. Include information regarding the location of the infringing materials and/or User Generated Content with sufficient detail so that Peach is capable of finding and verifying its existence;
4. Contact information about the notifier including the name of the intellectual property owner, the name and title of the person contacting Peach on the owner’s behalf, the address, telephone number and, if available, e-mail address;
5. A statement that the notifier has a good faith belief that the Materials and/or User Generated Content is not authorized by the intellectual property or copyright owner, its agent, or the law; and
6. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the intellectual property or copyright owner. When removing allegedly infringing Materials and/or User Generated Content from our Website, Peach will make reasonable attempts to inform our Website user of the removal, the reason for the removal, and may provide our Website user with a copy of the notice and the notifying party’s contact information.

B. Removal of Allegedly Infringing Material

Once a proper Infringement Notification is received by the Designated Agent, Peach may remove or disable access to the Materials and/or User Generated Content infringes the identified intellectual property. If Peach removes or disables access to any Materials and/or User Generated Content in response to an infringement notice, Peach will make reasonable attempts to notify our Website user that Peach has removed or disabled access to the Materials and/or User Generated Content. Repeat offenders will have all User-Generated Content removed from our Website and Peach will terminate such users’ access to our Website.
C. Procedure to Submit a Copyright Counter-Notice to the Designated Agent

If you materially misrepresent that any Information that you provided to Peach, Materials and/or your User Generated Content is not infringing the intellectual property identified in the Infringement Notification, you may be liable for damages (including costs and attorneys’ fees). Therefore, if you are not sure whether or not any information that you provided to Peach, Materials and/or your User Generated Content infringes on the identified intellectual property, please contact an attorney before contacting Peach. If you believe that the information that you provided to Peach, Materials and/or your User Generated Content that was removed or to which access was disabled is not infringing a third party’s intellectual property right, you must send a counter-notice, pursuant to §512(g)(2) and (3) of the DMCA. Please do not re-post the User-Generated Content at issue yourself. The counter-notice must contain the following information to the Designated Agent listed below.

1. Your physical or electronic signature (by fax or regular mail – not by email, except by prior agreement);
2. Identification of the Materials and/or your User Generated Content that has been removed or to which access has been disabled and the location at which the Materials and/or your User Generated Content appeared before it was removed or disabled;
3. A statement, under penalty of perjury, that you have a good faith belief that the Submission was removed or disabled as a result of mistake or misidentification of the Submission;
4. Your name, address, telephone number, and, if available, e-mail address and a statement that you consent to the jurisdiction of the Federal Court for the judicial district in which the complaining User’s address is located, or if your address is located outside the United States, for any judicial district in which Peach is located, and that you will accept service of process from the complaining User who provided notification under subsection (c)(1)(C) or an agent of such person.

If a counter-notice is received by the Designated Agent, Peach may send a copy of the counter-notice to the original complaining party informing that person that Peach may replace the removed Materials and/or User Generated Content or cease disabling it in ten (10) business days. Unless the copyright or intellectual property owner files an action seeking a court order against the allegedly infringing Website user, the removed Materials and/or your User Generated Content may be replaced or access to it restored in ten (10) to fourteen (14) business days after receipt of the counter-notice, at Peach’s discretion.

Please contact Peach’s Designated Agent to submit Infringement Notifications and Copyright Counter-Notices at the following address:

Designated Agent to Receive Notification of Claimed Infringement: dmca@givespacepeach.com

JURISDICTION
Peach controls and operates our Website and provides the Services from its headquarters in Kansas. Peach does not warrant that our Website or any Materials are appropriate for use outside
of the United States. Any claim relating to our Website shall be governed by the substantive laws of the State of Kansas, without regard to its conflict of laws or provisions, and you agree that jurisdiction and venue in any legal proceeding arising out of or relating to any of the foregoing shall be exclusive in the state court located in Crawford County, Kansas or the United States District Court for the District of