



## Copper + Daisies

### Terms and Conditions

Agreement between User and Copper + Daisies

Welcome to [www.copperndaisies.com](http://www.copperndaisies.com). The [www.copperndaisies.com](http://www.copperndaisies.com) website (the "Site") is comprised of various web pages operated by Copper + Daisies ("Copper + Daisies").

[www.copperndaisies.com](http://www.copperndaisies.com) is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of

[www.copperndaisies.com](http://www.copperndaisies.com) constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

[www.copperndaisies.com](http://www.copperndaisies.com) is an E-Commerce Site.

Copper + Daisies is an online gift boutique specializing in unique and personalized gift boxes for each and every occasion.

### Privacy

Your use of [www.copperndaisies.com](http://www.copperndaisies.com) is subject to Copper + Daisies's Privacy Policy. Please review our Privacy Policy below, which also governs the Site and informs users of our data collection practices.

This Privacy Policy describes how your personal information is collected, used, and shared when you visit or make a purchase from [www.copperndaisies.com](http://www.copperndaisies.com) (the "Site").

#### PERSONAL INFORMATION WE COLLECT

When you visit the Site, we automatically collect certain information about your device, including information about your web browser, IP address, time zone, and some of the cookies that are installed on your device. Additionally, as you browse the Site, we collect information about the individual web pages or products that you view, what websites or search terms referred you to the Site, and information about how you interact with the Site. We refer to this automatically-collected information as "Device Information".

We collect Device Information using the following technologies:

- "Cookies" are data files that are placed on your device or computer and often include an anonymous unique identifier. For more information about cookies, and how to disable cookies, visit <http://www.allaboutcookies.org>.

- “Log files” track actions occurring on the Site, and collect data including your IP address, browser type, Internet service provider, referring/exit pages, and date/time stamps.
- “Web beacons”, “tags”, and “pixels” are electronic files used to record information about how you browse the Site.

Additionally when you make a purchase or attempt to make a purchase through the Site, we collect certain information from you, including your name, billing address, shipping address, payment information (including credit card numbers), email address, and phone number. We refer to this information as “Order Information”.

When we talk about “Personal Information” in this Privacy Policy, we are talking both about Device Information and Order Information.

#### HOW DO WE USE YOUR PERSONAL INFORMATION?

We use the Order Information that we collect generally to fulfill any orders placed through the Site (including processing your payment information, arranging for shipping, and providing you with invoices and/or order confirmations). Additionally, we use this Order Information to:

- Communicate with you;
- Screen our orders for potential risk or fraud; and
- When in line with the preferences you have shared with us, provide you with information or advertising relating to our products or services.

We use the Device Information that we collect to help us screen for potential risk and fraud (in particular, your IP address), and more generally to improve and optimize our Site (for example, by generating analytics about how our customers browse and interact with the Site, and to assess the success of our marketing and advertising campaigns).

#### SHARING YOUR PERSONAL INFORMATION

We share your Personal Information with third parties to help us use your Personal Information, as described above. For example, we use Wix to power our online store-- you can read more about how Wix uses your Personal Information here: <https://www.wix.com/about/privacy>. We also use Google Analytics to help us understand how our customers use the Site -- you can read more about how Google uses your Personal Information here: <https://www.google.com/intl/en/policies/privacy/>. You can also opt-out of Google Analytics here: <https://tools.google.com/dlpage/gaoptout>.

Finally, we may also share your Personal Information to comply with applicable laws and regulations, to respond to a subpoena, search warrant or other lawful request for information we receive, or to otherwise protect our rights.

#### BEHAVIORAL ADVERTISING

As described above, we use your Personal Information to provide you with targeted advertisements or marketing communications we believe may be of interest to you. For

more information about how targeted advertising works, you can visit the Network Advertising Initiative's ("NAI") educational page at <http://www.networkadvertising.org/understanding-online-advertising/how-does-it-work>.

You can opt out of targeted advertising by using the links below:

- Facebook: <https://www.facebook.com/settings/?tab=ads>
- Google: <https://www.google.com/settings/ads/anonymous>
- Bing: <https://advertise.bingads.microsoft.com/en-us/resources/policies/personalized-ads>

Additionally, you can opt out of some of these services by visiting the Digital Advertising Alliance's opt-out portal at: <http://optout.aboutads.info/>.

#### DO NOT TRACK

Please note that we do not alter our Site's data collection and use practices when we see a Do Not Track signal from your browser.

#### YOUR RIGHTS

If you are a European resident, you have the right to access personal information we hold about you and to ask that your personal information be corrected, updated, or deleted. If you would like to exercise this right, please contact us through the contact information below.

Additionally, if you are a European resident we note that we are processing your information in order to fulfill contracts we might have with you (for example if you make an order through the Site), or otherwise to pursue our legitimate business interests listed above. Additionally, please note that your information will be transferred outside of Europe, including to Canada and the United States.

#### DATA RETENTION

When you place an order through the Site, we will maintain your Order Information for our records unless and until you ask us to delete this information.

#### CHANGES

We may update this privacy policy from time to time in order to reflect, for example, changes to our practices or for other operational, legal or regulatory reasons.

#### CONTACT US

For more information about our privacy practices, if you have questions, or if you would like to make a complaint, please contact us by e-mail at [dani@copperndaisies.com](mailto:dani@copperndaisies.com) or by mail using the details provided below:

Copper + Daisies  
[Re: Privacy Compliance Officer]  
826 1st Ave NW,  
Minot ND 58703,

United States

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#### Electronic Communications

Visiting [www.copperndaisies.com](http://www.copperndaisies.com) or sending emails to Copper + Daisies constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

#### **Children Under Thirteen**

Copper + Daisies does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use [www.copperndaisies.com](http://www.copperndaisies.com) only with permission of a parent or guardian.

#### **Links to Third Party Sites/Third Party Services**

[www.copperndaisies.com](http://www.copperndaisies.com) may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Copper + Daisies and Copper + Daisies is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Copper + Daisies is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Copper + Daisies of the site or any association with its operators. Certain services made available via [www.copperndaisies.com](http://www.copperndaisies.com) are delivered by third party sites and organizations. By using any product, service or functionality originating from the [www.copperndaisies.com](http://www.copperndaisies.com) domain, you hereby acknowledge and consent that Copper + Daisies may share such information and data with any third party with whom Copper + Daisies has a contractual relationship to provide the requested product, service or functionality on behalf of [www.copperndaisies.com](http://www.copperndaisies.com) users and customers.

#### **Disclaimers**

##### MARKETING AND MEDIA

We reserve the right to promote or publish images of finished products on our website, social media and industry blogs.

##### WARM WEATHER SHIPPING

Please note that ordering items sensitive to melting is at your own risk. Quality upon delivery of these items cannot be guaranteed by Copper + Daisies.

## SUBSTITUTIONS

Due to the perishable and sometimes seasonal nature of many of the products we carry, we reserve the right to make substitutions of items of equal or greater value as necessary to ensure timely delivery of your gifts.

## FOOD ALLERGY DISCLAIMER

Copper + Daisies does not create any of the food products sold online. Food products provided are produced and packaged by third-party companies, and are generally labeled with possible allergen-containing ingredients by the manufacturer. Any non-labeled food always has a risk of possible allergen contamination. You are encouraged to read the labels before consuming. Copper + Daisies will not assume any liability for adverse reactions to food consumed, including labeled and non-labeled food products.

## SKIN ALLERGY /REACTIONS DISCLAIMER

Copper + Daisies does not create any of the skin, bath or beauty products sold online. Skin, bath and beauty products provided are produced and packaged by third-party companies, and are generally labeled with possible allergen-containing ingredients by the manufacturer. Any non-labeled products have a risk of possible allergen contamination. You are encouraged to read the labels before using these products. Copper + Daisies will not assume any liability for adverse reactions to skin, bath or beauty products, including labeled and non-labeled products.

## PRODUCT PACKAGING

Manufacturers may alter their packaging and ingredient lists without notice. Product packaging may differ from what is displayed on [www.copperndaisies.com](http://www.copperndaisies.com).

## **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use [www.copperndaisies.com](http://www.copperndaisies.com) strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Copper + Daisies that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of

Copper + Daisies or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by

all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Copper + Daisies content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Copper + Daisies and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Copper + Daisies or our licensors except as expressly authorized by these Terms.

### **Third Party Accounts**

You will be able to connect your Copper + Daisies account to third party accounts. By connecting your Copper + Daisies account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

### **International Users**

The Service is controlled, operated and administered by Copper + Daisies from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Copper + Daisies Content accessed through [www.copperndaisies.com](http://www.copperndaisies.com) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless Copper + Daisies, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Copper + Daisies reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Copper + Daisies in asserting any available defenses.

### **Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Copper + Daisies agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

### **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. COPPER + DAISIES AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME. COPPER + DAISIES AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. COPPER + DAISIES AND/OR ITS

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COPPER + DAISIES AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF COPPER + DAISIES OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

### **Termination/Access Restriction**

Copper + Daisies reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of North Dakota and you hereby consent to the exclusive jurisdiction and venue of courts in North Dakota in all disputes arising out of or relating to the use of the Site.

Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Copper + Daisies as a result of this agreement or use of the Site.

Copper + Daisies's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Copper +

Daisies's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Copper + Daisies with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Copper + Daisies with respect to the Site and it supersedes all



prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Copper + Daisies with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

Copper + Daisies reserves the right, in its sole discretion, to change the Terms under which [www.copperndaisies.com](http://www.copperndaisies.com) is offered. The most current version of the Terms will supersede all previous versions. Copper + Daisies encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

Copper + Daisies welcomes your questions or comments regarding the Terms:  
Email Address:

[dani@copperndaisies.com](mailto:dani@copperndaisies.com)

Effective as of December 04, 2017