



## Terms and Conditions

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### **Cancellation/Refund Policy**

To be eligible for a return, your item must be unused, unworn, unwashed/dry cleaned, and free of body odor, fragrances, spots, and stains and must be returned within 7 days of purchase. Thereafter, no returns, refunds, or exchanges will be accepted. User is responsible for all return shipping costs and will not be refunded or credited any shipping fees. Please contact our customer service department for our return shipping address.

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

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## **Indemnification**

You also agree to indemnify, defend and hold harmless Sweet Tees, its officers, directors, employees, contractors, 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 website 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. Sweet Tees 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 Sweet Tees 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 judgement 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 regarding 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, unless deemed by a Sweet Tees attorney. 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.

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#### **Termination/Access Restriction**

Sweet Tees reserves the right, in its sole discretion, to terminate your access to the website and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement of these Terms and Conditions are governed by the laws of the State of Texas and you hereby consent to the exclusive jurisdiction and venue of the courts in the State of Texas in all disputes arising out of or relating to the use of [getyoursweettees.com](http://getyoursweettees.com). Use of the website is unauthorized in any jurisdiction that does not give deference and effect to all provisions of these Terms, without limitation.

You, the user, agree that no joint venture, partnership, employment, or agency relationship exists between you and Sweet Tees as a result of this agreement or use of the website. Sweet Tees's performance of this agreement is subject to existing laws and legal process in the State of Texas, and nothing contained in this agreement is in

derogation of Sweet Tees's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the website or information provided to or gathered by Sweet Tees 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 therein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision, reviewed by all legal parties, 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 Sweet Tees with respect to the website and it supersedes all prior or contemporaneous communications and proposals, whether digital, electronic, oral, visual or written, between the user and Sweet Tees with respect to the website. 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 with the express written permission of the proprietor. It is the express wish of the proprietor that this agreement and all related documents be written in English and approved by appropriate Sweet Tees staff.

### **Changes to Terms**

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## Contact Us

Sweet Tees welcomes your questions or comments regarding our Terms and Conditions:

### **Sweet Tees**

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Effective as of: March 7, 2022