THE QUEEN'S FLOWERS

PRIVACY POLICY

WE RESPECT YOUR PRIVACY

The Queen's Flowers knows that you care how information about you is used and shared, and we appreciate your trust that we will do so carefully. Please be aware that this notice describes our privacy policy (the "Policy") and, in visiting the Website, you are accepting the practices described in this Policy. If you do not accept the terms of this Policy, please do not continue using this Website. The Policy may change from time to time without notice and any such changes will be posted to the Website. In continuing to use the Website after the Policy has changed, you indicate your acceptance of the revised Policy. As such, you should review this Policy periodically.

WHAT PERSONAL INFORMATION DOES THE QUEEN'S FLOWER GATHER ABOUT YOU?

The information provided by our users helps us personalize and improve your experience with us. Some types of information gathered include: Information That You Provide: We receive and store any information you enter on our Website or give us in any other way. Some examples of what we may collect include information when you comment or communicate with us in any format. Such information includes, but is not limited to, your name, your e-mail address, and your comments in the "contact us" section. This information is used to enhance your experience on our website, to respond to your requests, to customize your experience, and to communicate with you.

Automatic Information: We receive and store certain types of information automatically whenever you interact with us. For example, like many web sites, we use "cookies," a small text file sent to your browser when you access the Website. You can disable cookies at any time by using your browser options; however, if you turn off cookies, you may not be able to use the full functionality of our Website. In addition, we will not be able to recognize you as a registered user to allow you access to your account information. We may also use third-party website analytic tools, which collect information about visitor traffic on the Website.

E-mail Communications: To help us make e-mails more useful and interesting, we often receive a confirmation when you open an e-mail from the Website if your computer supports such capabilities. We also compare our user list to lists received from other companies, to avoid sending unnecessary messages to our user. If you do not want to receive e-mail or other mail from us, please unsubscribe by clicking the unsubscribe link at the bottom of any of our e-mails.

Information from Other Sources: We may also receive information about you from other sources and add it to our account information. With your consent, we may receive and store information from your contacts, or other social network sites. We will not collect any such information without your consent.

DOES THE QUEEN'S FLOWERS USE THE INFORMATION IT RECEIVES?

Information about our user is an important part of our business, and we are not in the business of selling it to others. We share user's information only as described below.

Third-Party Service Providers: We employ other companies and individuals to perform functions on our behalf. They have access to information needed to perform their functions but are not authorized to use it for other purposes.

Business Transfers: As we continue to develop our business, our company may change in composition due to selling parts of our company or acquiring new companies. In such transactions, users' information generally is one of the transferred business assets but remains subject to the promises made in any pre-existing Policy (unless, of course, the users consent otherwise). Also, in the unlikely event that The Queen's Flowers, or substantially all its assets are acquired, users' information will of course be one of the transferred assets.

Protection of The Queen's Flowers and Others: We release account and other personal information as governing law requires; to enforce or apply our Terms of Use or other agreements; or protect the rights, property, or safety of the Website, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction however this does not include selling, renting, sharing, or otherwise disclosing personally identifiable information from user for commercial purposes in violation of the commitments set forth in this Policy.

With Your Consent: Other than as set out above, you will receive notice when information about you might go to third parties, and you will have an opportunity to choose not to share the information.

We may communicate with you through message, email, and other ways available to us. We may send you messages relating to the availability of our services, security, or other service-related issues. We also may send promotional messages. You can unsubscribe at any time.

We may use the information and content you provide to us to conduct researches and to customize your experience and try to make it more relevant to you. Any information you post on your profile, and any content you post on The Queen's Flowers in general, may be seen by others. We do not provide any of your non-public information (like your email address) to third parties without your consent, unless required by law.

HOW DOES THE QUEEN'S FLOWERS PROTECT YOUR INFORMATION?

The information you provide is extremely important to us. We work to protect the security of this information during transmission by using security tools, which encrypts information you input. This is used to prevent unauthorized access, maintain data accuracy, and to ensure the correct usage of information. To protect against unauthorized access to your password and computer, please be sure to sign off when you have finished using a shared computer.

WHAT CHOICES DO YOU HAVE?

As discussed above, you can always choose not to provide information, even though it might be needed to utilize the full functionality of the Website. If you do not want to receive e-mails from us, you can unsubscribe at any time.

ARE CHILDREN ALLOWED TO USE THE WEBSITE?

This Website is not age restricted; however, we recommend parental supervision for any user under 18 years of age.

TERMINATION AND EFFECT OF TERMINATION

In addition to any other legal or equitable remedies, The Queen's Flowers may, without prior notice to you, immediately terminate the Agreement or revoke any or all your rights granted under this Agreement. The provisions relating to Intellectual Property, Disclaimer, Limitation of Liability, Applicable Laws, Indemnification, and Severability shall survive any termination of this Agreement.

INTERNATIONAL ACCESS

This Website may be accessed from outside the United States. The Website may contain products or references to products that are not available outside of the United States, however any such references do not imply that such products will be made available outside the United States. Users who access or use the Website from outside the United States are responsible for complying with their local laws and regulations.

DISCLAIMER

THIS WEBSITE IS PRESENTED "AS IS" AND MAY INCLUDE INACCURACIES, MISTAKES OR TYPOGRAPHICAL ERRORS. THE QUEEN'S FLOWERS DOES NOT WARRANT THAT THE CONTENT WILL BE UNINTERRUPTED OR ERROR FREE NOR DOES THE QUEEN'S FLOWERS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THIS WEBSITE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THIS WEBSITE. PRICE INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY AND COMPLETENESS OF ALL INFORMATION, OPINIONS AND OTHER MATERIAL ON THIS WEBSITE OR ANY SITES WITH WHICH IT IS LINKED.

THE QUEEN'S FLOWERS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE WEBSITE CONTENT OR THE RESULTS OF USE OF THE MATERIALS AVAILABLE ON THIS WEBSITE. THE QUEEN'S FLOWERS (INCLUDING ITS AFFILIATES, THIRD PARTY CONTENT PROVIDERS, MERCHANTS, SPONSORS, LICENSORS AND THE LIKE, AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES) MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE WEBSITE, ITS CONTENT, OR ANY OTHER PORTION OF THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE WEBSITE, SERVICES, GRAPHICS, OR LINKS UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY; RISK OF LOSS

IN USING THIS WEBSITE YOU AGREE THAT THE QUEENS'S FLOWERS WILL NOT BE RESPONSIBLE OR LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY (a) INTERRUPTION OF BUSINESS; (b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE WEBSITE; (c) DATA NON-DELIVERY, MISDELIVERY,

CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (d) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF OFF-WEBSITE LINKS ON THE WEBSITE; (e) COMPUTER VIRUSES, SYSTEM FAILURE OR MALFUNCTION WHICH MAY OCCUR IN CONNECTION WITH YOUR USE OF THE WEBSITE, INCLUDING DURING HYPERLINK TO OR FROM THIRD PARTY WEBSITES; OR (f) EVENTS BEYOND THE QUEEN'S FLOWERS' REASONABLE CONTROL.

FURTHER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, THE QUEEN'S FLOWERS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE QUEEN'S FLOWERS' TOTAL LIABILITY TO YOU FOR ANY DAMAGES (REGARDLESS OF THE FOUNDATION FOR THE ACTION) SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT OF FEES ACTUALLY PAID BY YOU TO THE QUEEN'S FLOWERS THROUGH THE WEBSITE DURING THE MONTH IMMEDIATELY PRECEDING THE ACT ALLEGEDLY GIVING RISE TO THE QUEEN'S FLOWERS' LIABILITY.

LINKS

This site may contain links to other sites on the Internet that are owned and operated by third parties. You acknowledge that The Queen's Flowers is not responsible for the operation of or content located on or through any such website.

APPLICABLE LAW

The internal and substantive laws of the State of Florida will govern these disclaimers, terms, and conditions. Any dispute relating in any way to your visit to the Website shall be submitted to confidential arbitration in Miami-Dade County, Florida, except in regards to issues regarding violations of The Queen's Flowers' intellectual property rights, which The Queen's Flowers may seek relief from in any state or federal court of competent jurisdiction in the State of Florida. By using the Website, you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non-conveniences with respect to venue and jurisdiction in the state and federal courts of the State of Florida. Arbitration under this Agreement shall be conducted pursuant to the Commercial Arbitration Rules then prevailing at the American Arbitration Association. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class action proceedings or otherwise. In using this Website, you further 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 this Website or Agreement must be filed within 1 year after such claim or cause of action arose or be forever banned.

Further, by using this Website you agree that The Queen's Flowers' remedy at law for any actual or threatened breach of this Agreement would be inadequate. As such, The Queen's Flowers shall be entitled to specific performance, injunctive relief, or both, in addition to any damages that The Queen's Flowers may be entitled to recover, along with reasonable expenses incurred by The Queen's Flowers for any form of dispute resolution, including, without limitation, attorneys' fees. No right or remedy of The Queen's Flowers shall be exclusive of any other, whether at law or in equity, including without limitation damages injunctive relief, attorneys' fees and expenses. No instance of waiver by The Queen's Flowers of its rights or remedies under these terms and conditions shall imply any obligation to grant any similar, future, or another waiver.

INDEMNIFICATION

In using this Website, you agree to defend, indemnify and hold harmless The Queen's Flowers, and its officers, directors, and employees from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys' fees and expenses, arising in any way from or in connection with your use of this Website or any service available on or through this Website, including the uploading, posting, e-mailing, transmission, or infringement of any Content or other materials by you or users authorized by you, or any violation of these Terms and Conditions, our Privacy Policy or any other policy posted from time to time on the Website applicable to your use of the Website.

SEVERABILITY

If any of the provisions of this Agreement shall be deemed void, invalid, or unenforceable for any reason, that condition shall be deemed several and shall not affect the validity and enforceability of the remaining provision.

THE QUEEN'S FLOWERS' ADDRESS

Please send any questions or comments regarding this Website to:
The Queen's Flowers

#BringHomeFlowers

© 2021 THE QUEEN'S FLOWERS