

## **In General**

PENN'S CHOICE ("www.pennschoice.com") owns and operates this Website. This document governs your relationship with www.pennschoice.com ("Website"). Access to and use of this Website and the products and services available through this Website (collectively, the "Services") are subject to the following terms, conditions and notices (the "Terms of Service"). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Service.

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.

This Website may contain links to other websites (the "Linked Sites"), which are not operated by www.pennschoice.com. www.pennschoice.com has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

## **Privacy Policy**

Our privacy policy, which sets out how we will use your information, can be found **below**. By using this Website, you consent to the processing described therein and warrant that all data provided by you is accurate.

We receive, collect, and store any information you enter on our website or provide us in any other way. In addition, we collect the Internet protocol (IP) address used to connect your computer to the Internet; login; e-mail address; password; computer and connection information and purchase history. We may use software tools to measure and collect

session information, including page response times, length of visits to certain pages, page interaction information, and methods used to browse away from the page. We also collect personally identifiable information (including name, email, password, communications); payment details (including credit card information), comments, feedback, product reviews, recommendations, and personal profile.

When you conduct a transaction on our website, as part of the process, we collect personal information you give us such as your name, address and email address. Your personal information will be used for the specific reasons stated above only.

We collect such Non-personal and Personal Information for the following purposes: To provide and operate the Services;

1. To provide our Users with ongoing customer assistance and technical support;
2. To be able to contact our Visitors and Users with general or personalized service-related notices and promotional messages;
3. To create aggregated statistical data and other aggregated and/or inferred Non-personal Information, which we or our business partners may use to provide and improve our respective services;
4. To comply with any applicable laws and regulations.

Our company is hosted on the Wix.com platform. Wix.com provides us with the online platform that allows us to sell our products and services to you. Your data may be stored through Wix.com's data storage, databases and the general Wix.com applications. They store your data on secure servers behind a firewall.

All direct payment gateways offered by Wix.com and used by our company adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover.

PCI-DSS requirements help ensure the secure handling of credit card information by our store and its service providers.

We may contact you to notify you regarding your account, to troubleshoot problems with your account, to resolve a dispute, to collect fees or monies owed, to poll your opinions through surveys or questionnaires, to send updates about our company, or as otherwise necessary to contact you to enforce our User Agreement, applicable national laws, and any agreement we may have with you. For these purposes we may contact you via email, telephone, text messages, and postal mail.

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

If you would like to: access, correct, amend or delete any personal information we have about you, you are invited to contact us at [info@pennschoice.com](mailto:info@pennschoice.com)

## **Prohibitions**

You must not misuse this Website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this

Website. Breaching this provision would constitute a criminal offense and www.KushQueen.Shop will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

## **Intellectual Property, Software and Content**

The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remains the property of www.pennschoice.com or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by www.pennschoice.com and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

## **Intellectual Property, Software and Content**

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nor may you use any such content in connection with any business or commercial enterprise.

## **Terms of Sale**

By placing an order you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price.

Dispatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we will not be responsible.

In order to contract with [www.pennschoice.com](http://www.pennschoice.com) you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us.

[www.pennschoice.com](http://www.pennschoice.com) retains the right to refuse any request made by you. If your order is accepted we will inform you by email and we will confirm the identity of the party which you have contracted with. This will usually be [www.pennschoice.com](http://www.pennschoice.com) or may in some cases be a third party. Where a contract is made with a third party [www.pennschoice.com](http://www.pennschoice.com) is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

## **(a) Return and Refund Policy**

What items are returnable?

- Within 30 days of receipt of your shipment
- In original condition
- In the original packaging
- Un-opened and not tampered with

What items are non-refundable?

- Free gifts or promotional items

Are there any charges for return?

- There are no charges for returns
- Original shipping charges are non-refundable

Refund Policy Guidelines

- All standard products come with a 30-day, money-back guarantee for a new and unopened product based on the delivery date as provided by the shipper.
- To receive a refund, please contact our customer support team at [info@pennschoice.com](mailto:info@pennschoice.com)
- For all products that were delivered in excess of the 30 days, sales are considered final.

How soon will I get my refund?

- Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund.
- If you are approved, then your refund will be processed, and a credit will automatically be applied to the original method of payment, within 14 business days.

Exchange Policy

- If any products arrive damaged, broken or part of your order is missing.
- You must notify Penn's Choice within 3 days of delivery.
- Pictures of damaged products must be sent to [info@pennschoice.com](mailto:info@pennschoice.com)
- A replacement product will be sent out within 5 days of approval.
- Missing product claims will be compared to our shipping picture for approval.

## **(b) Pricing and Availability**

When you place an order, you will receive an acknowledgement email confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by e-mail that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation email sent at the time of dispatch will be included in the contract formed.

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

### **(c) Payment**

Upon receiving your order we carry out a standard authorization check on your payment card to ensure there are sufficient funds to fulfill the transaction. Your card will be debited upon authorization being received. The monies received upon the debiting of your card shall be treated as a deposit against the value of the goods you wish to purchase. Once the goods have been dispatched and you have been sent a confirmation email the monies paid as a deposit shall be used as consideration for the value of goods you have purchased as listed in the confirmation email.

### **(d) Shipping**

We will ship your order within 7 business days of your order date, but often times much sooner. We aim to ship within 2 days of order confirmation.

### **Payments**

During the checkout process, you will be asked to enter your payment details. By completing your payment details you confirm that the credit or debit card being used is yours. All fields indicated as required must be completed. Please note that we may collect and store your information, using an encrypted secure payment mechanism and will only use your information in accordance with our Privacy and Cookie Policy.

### **Disclaimer of Liability**

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law [www.pennschoice.com](http://www.pennschoice.com) and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect [www.pennschoice.com](http://www.pennschoice.com)'s liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

### **Medical Disclaimer**

We, at PENN'S CHOICE, pride ourselves on creating top quality products made under careful conditions. We do, however, encourage caution when using any new skin care or beauty products. If you are undergoing any treatments, recovering from surgery, have sensitive skin, are pregnant, have allergies or other medical conditions, please consult with your physician to determine whether or not our products are a good fit.

- Content on our website is provided for general informational purposes and should not be considered medical advice. Product information is not intended to diagnose, treat, cure or prevent any disease.
- Comments and feedback about product effectiveness are based on customer, staff and family opinions and should not be substituted for medical care.
- PENN'S CHOICE is not liable for any individual reaction to any particular ingredient. Remember to read our labels and ingredient lists carefully and follow the appropriate directions for use. If you have a specific allergy or sensitivity, do not use ingredients that may trigger a reaction. An allergy patch test is recommended if there is any doubt or history of skin reactions. Discontinue use if a reaction occurs.
- Please consult a healthcare provider if you have any questions about a particular health condition.

- Information on this website has not been evaluated or approved by the Food & Drug Administration.

Have further questions or concerns? Contact us at [info@pennschoice.com](mailto:info@pennschoice.com)

## **Linking to this Website**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

## **Disclaimer as to ownership of trademarks, images of personalities and third party copyright**

Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with [www.pennschoice.com](http://www.pennschoice.com) and you should not rely on the existence of such a connection or affiliation. Any trademarks/names featured on this Website are owned by the respective trademark owners. Where a trademark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to [www.pennschoice.com](http://www.pennschoice.com).

## **Indemnity**

You agree to indemnify, defend and hold harmless [www.pennschoice.com](http://www.pennschoice.com), its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this Website or your breach of the Terms of Service.

## **Variation**

www.pennschoice.com shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

## **Invalidity**

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected by all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

## **Complaints**

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments by emailing [info@pennschoice.com](mailto:info@pennschoice.com).

## **Waiver**

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

## **Entire Agreement**

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and [www.pennschoice.com](http://www.pennschoice.com). Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Director of [www.pennschoice.com](http://www.pennschoice.com).