

terms of service

LAST CHANGES TO WEBSITE TERMS OF SERVICE: DECEMBER 1ST, 2019

These Terms of Service (“**Terms of Service**”) constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“**you**”) and **Cozy Wines LLC & Cozy Brands LLC** (collectively, “**Company**” or “**we**” or “**us**” or “**our**”), governing your access to and use of the www.sipcozy.com website as well as any other media form, media channel, mobile application or mobile website related or connected thereto (collectively, the “**Site**”), and services supplied by or on behalf of us through the Site (“**Services**”). Supplemental terms and conditions or documents that may be posted on the Site from time to time, are hereby expressly incorporated into these Terms by reference.

Please read these Terms of Service carefully before accessing or using our Site. By accessing, browsing, or otherwise using the Site and/or purchasing our products (“**Products**”) from us, you engage in our Services and agree to be bound by the following terms and conditions, including those additional terms and conditions and policies referenced or linked herein. These Terms of Service apply to all users of the Site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content. If you do not agree to all the terms and conditions contained herein, then you may not access the Site or use any Services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current Site shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service in our sole discretion by posting updates and/or changes to our Site. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Site following the posting of any changes constitutes acceptance of those changes.

By agreeing to these Terms of Service, you represent that you are at least 21 years old, and that your use of your use of the Site, Services or Products does not violate any applicable law or regulation. Any use of the Site, Services or Products by persons under the age of 21 is strictly prohibited.

Information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Persons who choose to access the Site from such locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS BY CONTINUING TO USE THE SITE. IF YOU DO NOT AGREE TO ABIDE BY THESE TERMS, OR TO MODIFICATIONS THAT COMPANY MAY MAKE TO THESE TERMS IN THE FUTURE, DO NOT USE OR ACCESS OR CONTINUE TO USE OR ACCESS THE SERVICES OR THE SITE.

Section 2: Safety Acknowledgment

If pregnant, nursing, or diagnosed with a heart condition, allergies or other medical condition, seek the advice and assistance of a physician or trained health professional before using our Products. If you believe or suspect that you have a medical problem, promptly contact your doctor or health care provider.

Section 3: Consumption of Hemp-Derived CBD and Drug Testing

The consumption of certain hemp products may lead to a positive drug test for THC or certain cannabinoid metabolites. Although the risk is low, Company cannot guarantee that products available for sale on this Site do not contain traceable amounts of THC nor can the Company guarantee that use of the Company’s products will not result in failed drug screening for THC, other cannabinoids, or their metabolites. Accordingly, you use the Company’s products at your own risk and the Company is not responsible for any personal adverse employment related action related to the use of the Company’s products.

Section 4: Registration and User Information

In order to purchase from the Site you must complete the registration process to obtain a user account. You will be required to provide your name, address, email address, phone number and date of birth (“**User Information**”). You must provide complete and accurate information during the registration process and you have an ongoing obligation to update this information if and when it changes. Our information collection and use policies with respect to your User Information are set in our Privacy Policy, which is incorporated into these Terms of Service by reference. An age verification check will occur during the registration process in order to confirm that you are of legal purchasing age. Only persons of legal purchasing age and that have been verified can purchase products and participate in any promotions or offers from the Site.

You may also be asked to provide a username and password. You are solely responsible for maintaining the confidentiality of your password. You may not use the account, username, or password of someone else at any time. You are also solely responsible for any and all activities that occur under your registration or your User Information. You agree to notify us immediately of any unauthorized use of your account, username, or password.

You agree that you will not create more than one account. By registering and obtaining an account you affirm you will follow the Terms of Service and your registration constitutes your consent to enter into agreements with us electronically.

We shall not be liable for any loss that you incur as a result of someone else using your account, username, or password, either with or without your knowledge. You may be held liable for any losses incurred by us, our affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else’s use of your account, username, or password.

We reserve the right to terminate your registration or to refuse services to you, without prior notice to you, at any time and for any or no reason.

Section 5: Orders and Payment

You agree that any order you place through the Site (each, an “**Order**”) is an offer to buy, under these Terms of Service, all Products and Services listed in your Order. We must accept all Orders before we are obligated to sell the Products or Services to you. Acceptance of your Order and the formation of the contract of sale between us and you will not take place unless and until you have received your Order confirmation email. We may choose not to accept any Order, or cancel any Order, in our sole discretion. If we make a change to or cancel an Order, we may attempt to notify you by contacting the email and/or billing address/phone number provided at the time the order was made. You agree to pay for all Orders you place through the Site. By purchasing a product using the Site, you agree to be bound by these Terms, and our [Return Policy](#).

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In the event you dispute the amount or validity of any payments made to Company, you must notify us within ten (10) days of payment, of any such dispute by mail or email at the address or email address listed below. You expressly agree that your failure to notify Company of any dispute within ten (10) days of payment will constitute your express waiver of any claims related to the disputed payment.

You agree that you will pay all costs and expenses of collection, including attorneys' fees, incurred by Company in the event of failure to make payment.

All prices posted on this Site are subject to change without notice. The price charged for a Product or Service will be the price in effect at the time the order is placed and will be set out in your Order confirmation email. Price increases will only apply to Orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart and in your Order confirmation email. We are not responsible for pricing, typographical, or other errors in any offer by us and we reserve the right to cancel any Orders arising from such errors.

We will arrange for shipment of the Products to you. You will pay all shipping and handling charges specified during the ordering process. Title and risk of loss pass to you upon our transfer of the products to the shipping carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

Except for any Products designated on the Site as non-returnable, we will accept a return of the Products for a refund of your purchase price, less the original shipping and handling costs, provided such return is made in compliance with our return policies [Return and Refund Policy](#).

We reserve the right, but are not obligated, to limit the sales of our Products or Services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any Products or Services that we offer. All descriptions of Products or Product pricing are subject to change at any time without notice, and in our sole discretion. We reserve the right to discontinue any Product at any time. Any offer for any Product or Service made on this site is void where prohibited. We do not warrant that the quality of any Products, Services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

Section 6: Content

The content on the Site ("Content") and the trademarks, and all logos contained therein are owned by or licensed by us and are subject to copyright and other intellectual property rights under applicable laws. Content includes, without limitation, all source code, databases, functionality, software, mobile applications, website designs, audio, video, text, photographs, and graphics. All graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, common law trademarks or trade dress of ours. Our trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without our prior written permission.

Content on the Site is provided to you "AS IS" for your information and personal use only and may not be used, copied, reproduced, aggregated, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and the Content and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site and Content

We are not responsible if Content is not accurate, complete, or current. The Content is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on Content is at your own risk. We reserve the right to modify the Content at any time, but we have no obligation to update any information on our Site.

Section 7: Third-party Links

Certain Content, Products, and Services available via our Services may include materials from third parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

Section 8: User Content

You grant us a license to use the materials you post to the Site or Service. By posting, downloading, displaying, performing, transmitting, or otherwise distributing information or other content ("User Content") to the Site or Service, you are granting us, our affiliates, subsidiaries, parents, officers, directors, employees, consultants, agents, and representatives a license to use User Content in connection with the operation of the Site, including without limitation, a right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat User Content.

You will not be compensated for any User Content. You agree that we may publish or otherwise disclose your name in connection with your User Content in our sole and absolute discretion. By posting User Content on the Site or Service, you warrant and represent that you own the rights to the User Content or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute User Content.

You agree that your User Content will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any User Content. You are solely responsible for any User Content you provide and its accuracy. We take no responsibility and assume no liability for any User Content posted by you or any third party.

We may, but have no obligation to, monitor, edit or remove User Content that we determine in our sole discretion to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or in violation of any party's intellectual property or these Terms of Service.

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Section 9: Modifications

We reserve the right at any time to modify or discontinue the Site, the Service (or any part or Content thereof) and Products without notice at any time. We shall not be liable to you or to any third party for any modification, change, suspension or discontinuance of the Site, Service or Products.

Section 10: Personal Information

We care about the privacy of our users. Please review our [Privacy Policy](#). Our privacy policy is expressly incorporated into these Terms of Service by this reference.

Section 11: Errors, Inaccuracies and Omissions

Occasionally there may be information on our Site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to Product descriptions, pricing, promotions, offers, Product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel Orders if any information in the Site or Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your Order).

We undertake no obligation to update, amend or clarify information in the Site or Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Site or Service or on any related website, should be taken to indicate that all information in the Site or Service or on any related website has been modified or updated.

Section 12: Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Site or its Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Section 13: Disclaimer of Warranties: Limitation of Liability

YOU AGREE THAT YOUR USE OF THE SITE AND SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW. COMPANY, ITS AFFILIATES, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

COMPANY DOES NOT WARRANT THAT YOUR USE OF THIS SITE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THIS SITE OR ITS SERVER ARE FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS. ALTHOUGH THE COMPANY ENDEAVORS TO PROVIDE ACCURATE INFORMATION, IT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE ACCURACY OR RELIABILITY OF INFORMATION ON THIS SITE. YOUR USE OF THE SITE IS AT YOUR OWN RISK. NEITHER THE COMPANY NOR ITS AFFILIATED OR RELATED ENTITIES OR ITS VENDORS OR CONTENT PROVIDERS SHALL BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT OR INDIRECT LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHERWISE), INJURY, CLAIM, OR LIABILITY OF ANY KIND OR CHARACTER WHATSOEVER BASED UPON OR RESULTING FROM YOUR USE OR INABILITY TO USE THIS SITE, ANY ORDER OR THE FULFILLMENT OR NON-FULFILLMENT THEREOF, OR ANY INFORMATION OR MATERIALS PROVIDED ON THE SITE. THE COMPANY IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY MATERIALS ON THE SITE, OR WITH ANY OF THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY AND ITS AFFILIATES' LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) THE AMOUNT PAID, IF ANY, BY YOU TO COMPANY FOR THE SERVICES DURING THE PERIOD OF ONE (1) MONTH PRIOR TO ANY CAUSE OF ACTION ARISING, AND (B) FIVE DOLLARS (\$5).

Section 14: Indemnification

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY, ITS PARENT, SUBSIDIARIES, AFFILIATES, PARTNERS, SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, INTERNS, AGENTS, DISTRIBUTORS, VENDORS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, RESULTING OR ARISING OUT OF YOUR BREACH OF ANY OF THESE TERMS OF SERVICE OR THE DOCUMENTS THEY INCORPORATE BY REFERENCE, OR YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY. NOTWITHSTANDING THE FOREGOING, COMPANY RESERVES THE RIGHT, AT YOUR EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER FOR WHICH YOU ARE REQUIRED TO INDEMNIFY COMPANY, AND YOU AGREE TO COOPERATE, AT YOUR EXPENSE, WITH COMPANY'S DEFENSE OF SUCH CLAIMS. COMPANY WILL USE REASONABLE EFFORTS TO NOTIFY YOU OF ANY SUCH CLAIM, ACTION, OR PROCEEDING WHICH IS SUBJECT TO THIS INDEMNIFICATION UPON BECOMING AWARE OF IT.

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Section 15: Governing Law

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the United States and by the laws of the State of Florida without regard to its conflicts of laws provisions. Nothing in these Terms will prevent Company from seeking injunctive or other equitable relief, payment of amounts due, or enforcement of an award before any court having jurisdiction over any person or otherwise over such subject matter.

Section 16: Arbitration

In the event of any dispute with Company, you agree to first contact Company to attempt in good faith to resolve the dispute. All offers, promises, conduct and statements, whether oral or written, made in the course of negotiation to resolve the dispute by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

If the dispute has not been resolved after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or in any way relating to these Terms of Service, the Site, Services or Products, including the determination of the scope or applicability of this agreement to arbitrate, or the alleged breach thereof, **by binding arbitration, rather than in court**, in Jacksonville, Florida before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, and in accordance with the Expedited Procedures in those Rules. Judgment on the award may be entered in any court having jurisdiction. If this arbitration provision is found unenforceable or to not apply for a given dispute, then the proceeding must be brought exclusively in a court of competent jurisdiction in the City of Jacksonville, in the state of Florida. You hereby accept the exclusive jurisdiction of such court for this purpose.

Section 17: Class Action Waiver

Any dispute resolution proceedings, whether in arbitration or court, will be conducted only on an individual basis and not in a class or representative action or as a named or unnamed member in a class, consolidated, representative or private attorney general legal action. Your access and continued use of the Site, Products or Services signifies your explicit consent to this waiver.

Section 18: Severability

In the event that any provision or part of a provision of these Terms of Service is determined to be unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms of Service and does not affect the validity and enforceability of any remaining provisions.

Section 19: Other Terms

These Terms of Service and any policies or operating rules posted by us on this Site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

Section 20: Changes to Terms of Service

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our Site. It is your responsibility to check our Site periodically for changes. Your continued use of or access to our Site or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

Section 21: Miscellaneous

The failure of Company to exercise or enforce any right or provision of these Terms of Service shall not operate as a waiver of such right or provision. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. These Terms of Service operate to the fullest extent permissible by law. These Terms of Service and your account may not be assigned by you without our express written consent. Company may assign any or all of its rights and obligations to others at any time. Company shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond Company's reasonable control. There is no joint venture, partnership, employment or agency relationship created between you and Company as a result of these Terms or use of the Site and Services. Upon Company's request, you will furnish Company any documentation, substantiation or releases necessary to verify your compliance with these Terms. You agree that these Terms will not be construed against Company by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

All notice required or permitted under these Terms of Service shall be made in writing by mail or by email to:

2142 Riverside Avenue
Jacksonville Florida, 32204
hello@sipcozy.com

Section 22: Contact Information

Questions about the Terms of Service should be sent to us at hello@sipcozy.com.