

This website, www.whiterayflowers.com, is composed and operated by The Center for Healing Choices, LLC, a limited liability corporation entity in New Jersey. These will be collectively henceforth known as the "website." The website use is offered to you on the condition that you accept the Terms of Use, without modification, conditions and notices herein. Your use of the website constitutes your acceptance of all these terms, The Center for Healing Choices, LLC, shall have the right to change or modify these Terms of Use, or any part thereof, or to create new Terms of Use, at any time. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by any means through which a User obtains notice. Such means include, but are not limited to, posting on this Website, or by electronic or conventional mail. These terms and conditions are governed by the Electronic Signatures in Global and National Commerce Act. THESE TERMS AND CONDITIONS CONTAIN WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMITS MY LIABILITY TO YOU. PLEASE READ THESE TERMS CAREFULLY AND IN THEIR ENTIRETY, AS USING, ACCESSING AND/OR BROWSING WWW.WHITERAYFLOWERS.COM CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND TO EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN, PLEASE EXIT IMMEDIATELY AND DO NOT USE, ACCESS, AND/OR BROWSE IT FURTHER.

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1. DEFINITIONS

- "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- "Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs, of any form now known or to be invented.
- "Services" means use of my Website, and purchase of my products or services through my Website.
- "Content" means any content, words, text, phrases, video, audio, pictures, or any combination of these, which emanates from my Website.
- "Users" means individuals and/or entities authorized to use the Services.
- "I," "Us" or "My" means www.whiterayflowers.com.

- "Your Data" means all electronic data or information submitted by you (the user submitting the data) for the Services.

2. DESCRIPTION AND USE OF THE SERVICES

Through this website, White Ray Flower Essence elixirs provides informational products, which can be increased or decreased at any time. You also understand and agree that the services may include certain communications from www.whiterayflowers.com, such as service announcements, administrative messages and newsletters. Any new features that augments or enhances the current services, including the release of new www.whiterayflowers.com websites, shall be subject to the TOS (Terms of Service), unless explicitly stated otherwise.

I shall: (i) provide to you basic support for this website at no additional charge, (ii) use commercially reasonable efforts to make the services available 24 hours a day, 7 days a week, except for: (a) planned downtime, of which I shall give at least 2 hours notice via the website, or (b) any unavailability caused by circumstances beyond my reasonable control, including without limitation, acts of God, acts of government, acts of nature such as: flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving my employees), or internet service provider failures or delays, and (iii) provide these services only in accordance with applicable laws and government regulations.

However, no warranty is expressed or implied that I shall make the services, or any component thereof, available 24 hours a day, 7 days a week, and I am not responsible for any losses that you may suffer as a result of the unavailability of such services, or any component thereof.

Furthermore, I will not be liable for incidental or consequential losses that you may suffer as a result of the unavailability of such services, or any component thereof, even if I have been advised of the possibility of such losses.

You shall (i) be responsible for your compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of your data and identity, and of the means by which you acquired your data, (iii) use commercially reasonable efforts to prevent unauthorized access to your use of the services, and notify us promptly of any such unauthorized access or use, and (iv) use the services only in accordance with the applicable laws and government regulations.

www.whiterayflowers.com provides users with access to resources (the services) through its website, which may be accessed through any various media or devices now known or hereafter developed. You also understand and agree that the services may include advertisements and that these advertisements are necessary for www.whiterayflowers.com to provide the services. You understand and agree that the services are provided "AS-IS" and that www.whiterayflowers.com assumes no responsibility for the timeliness, deletion, or failure to store any user communications or personalization settings. You are responsible for obtaining access to the services, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the services.

You understand that the technical processing and transmission of the services, including content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You also understand that The Center for Healing Choices, LLC, will use its "best efforts" with relation to services, but do not warrant or guarantee any particular result from those services.

No Unlawful or Prohibited Use

Part of your agreement with us is that you will NOT use the website, or any services provided through the website, for any purpose that could be deemed unlawful or is prohibited by the terms, conditions, notices, and policies of www.whiterayflowers.com. User agrees that all information given is true, and agrees not to falsify any information provided to www.whiterayflowers.com. You may NOT use www.whiterayflowers.com in a manner which could/may damage, disable, overburden, or impair any aspect of the www.whiterayflowers.com website, or the computer network or networks connected to the www.whiterayflowers.com website, or interfere with any other party's ability to use or enjoyment of the www.whiterayflowers.com website. Any unauthorized attempts to gain access to the www.whiterayflowers.com website, or other individual accounts, any computer systems or networks connected to any www.whiterayflowers.com website, through any means, including; hacking, password mining, or any other means, is strictly prohibited. Furthermore, you may not in any way attempt to obtain any materials or information not intentionally made public/available, through the www.whiterayflowers.com website.

Age and Residence Requirements

You must be 18 years of age or older to register for an account for use of the website and purchase my products. Your account may be terminated without warning if I believe that you are under the age of 18. In consideration of your use of the website, you also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the www.whiterayflowers.com registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or www.whiterayflowers.com has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, then www.whiterayflowers.com has the right to suspend or terminate your account and refuse any and all current or future use of the www.whiterayflowers.com Services (or any portion thereof).

Website Content and End User Agreement

All content that is made available by www.whiterayflowers.com to be viewed or downloaded, excluding content posted by the end user, is owned by and is the strict copyrighted work of www.whiterayflowers.com, and is protected by all copyright laws and international treaty provisions. Your use of the website as an end user is governed by the regulations outlined in this Terms of Use and all other policies, notices, licensing and legal documents, that you, as the end user, are consenting to/agreeing to, by your utilization of the www.whiterayflowers.com website. If you do not consent or disagree with any of the rules/regulations outlined in any of the end user agreements, you must cease all use/utilization of the www.whiterayflowers.com website immediately. Any reproduction or redistribution of the content and/or software and/or any other aspect of the www.whiterayflowers.com products are expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. You may receive a password and account designation upon completing the www.whiterayflowers.com service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify www.whiterayflowers.com of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session.

www.whiterayflowers.com cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

3. THIRD-PARTY PROVIDERS AND LINKS

The website www.whiterayflowers.com may include links to third-party websites. These are not in any way endorsed, warranted by, or affiliated with www.whiterayflowers.com. www.whiterayflowers.com does not operate or control in any respect any information, products or services on these third-party sites. Any other acquisition by you of third-party products or services, including but not limited to Third-Party Applications and implementation, customization and other services, and any exchange of data between you and any third-party provider, is solely between you and the applicable third-party provider. No purchase of third-party products or services is required to use my services. To the fullest extent permissible pursuant to applicable law, www.whiterayflowers.com disclaims all warranties. www.whiterayflowers.com does not warrant or make any representations regarding the use or the results of the use of the materials in this site or in third-party sites in terms of their correctness, accuracy, timeliness, reliability or otherwise. You (and not www.whiterayflowers.com) assume the entire cost of all necessary maintenance, repair or correction.

Limitation of Liability

1. www.whiterayflowers.com and The Center for Healing Choices, LLC, shall not be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use, www.whiterayflowers.com's products, services, or any services. You specifically acknowledge and agree that www.whiterayflowers.com is not liable for any defamatory, offensive or illegal conduct of any user.
2. www.whiterayflowers.com is not responsible for any inability to access my services, temporary or otherwise. www.whiterayflowers.com does not warrant that the functions contained in its website will be uninterrupted or error-free or that defects will be corrected.
3. www.whiterayflowers.com is not responsible or liable for any inability to receive materials from my services. This includes interruption of email transmission, invalid or incorrect email addresses, inability to view or print completed materials, or errors or omissions by my staff.
4. www.whiterayflowers.com is not responsible for any errors made in my service. By using www.whiterayflowers.com, you acknowledge the fact that not all errors, omissions, and problems can be detected by www.whiterayflowers.com and its editors.
5. www.whiterayflowers.com is not responsible or liable for any inability to deliver materials to us.
6. Theft or destruction or unauthorized access to or alteration of user or Member communications. I am not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof. I am not responsible for any injury or damage to any computer equipment belonging to any user of the website, any Member or any other person related to or resulting from use of the website, viewing, playing or downloading any materials on or from the website or otherwise in any way in connection with the service.
7. I cannot, and do not, guarantee any specific result from use of any part of the services, or from the website.
8. Some of the services may be subject to additional posted conditions. Your use of those services is subject to those conditions, which are incorporated into these terms by reference. In the event of an inconsistency between these terms and any additional posted conditions, the provisions of the additional conditions shall control.

9. You may be exposed to content that you find offensive, indecent, or objectionable or that is inaccurate, and you bear all risks associated with using that content. I have the right, but not the obligation, to remove any content that may, in my sole discretion, violate these terms or that is otherwise objectionable.
10. My site may contain links to other sites owned by third parties. Your use of each of those sites is subject to the conditions, if any, that each of those sites has posted.
11. To the fullest extent provided by law, www.whiterayflowers.com disclaims all warranties.
12. The Center for Healing Choices, LLC, all explicitly disclaim any warranty of fitness for a particular purpose with regard to consulting services.
13. Intuitive, divination and energy healing services are not regulated by any medical or mental health agency, and thus has not been evaluated as effective or ineffective by any governing body. It is up to you to decide if you would like to address your growth using these tools, and it should be used in addition to, and not a replacement of, any standardized medical or mental health care you may wish to pursue.

4. PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY

Reservation of Rights. Subject to the limited rights expressly granted hereunder, I reserve all rights, title and interest in and to the services, including all related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.

Restrictions. You shall not (i) permit any third party to access the services except as permitted herein, (ii) create derivative works based on the services, (iii) copy, frame or mirror any part or content of the services, other than copying or framing on your own intranets or otherwise for your own internal business purposes, (iv) reverse engineer the services, or (v) access the services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the services.

Ownership of Your Data. As between us and you, you exclusively own all rights, title and interest in and to all of your data, with the exception that The Center for Healing Choices, LLC, and www.whiterayflowers.com reserve the right to use such websites for marketing purposes, if the website(s) in question is(are) publicly available on the internet.

Suggestions. You agree to grant to www.whiterayflowers.com and The Center for Healing Choices, LLC, is a non-exclusive, worldwide, royalty-free, perpetual license, with the right to sublicense, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information. You hereby waive all rights, legal, moral or otherwise, in any such materials and information, and you hereby warrant that any such materials and information are original with you, or that you have the right to submit such materials and information. You agree that you shall have no recourse against www.whiterayflowers.com and The Center for Healing Choices, LLC, or any alleged or actual infringement or misappropriation of any proprietary right in your communication.

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available. This license exists only for as long as you elect to continue to include such content on the www.whiterayflowers.com services and will terminate at the time you remove or www.whiterayflowers.com removes such content from the www.whiterayflowers.com services.

b. With respect to photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the www.whiterayflowers.com services other than groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such content on the www.whiterayflowers.com services solely for the purpose for which such content was submitted or made available. This license exists only for as long as you elect to continue to include such content on the www.whiterayflowers.com services and will terminate at the time you remove or www.whiterayflowers.com removes such content from the www.whiterayflowers.com services.

c. With respect to content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the www.whiterayflowers.com services other than groups, the perpetual, irrevocable and fully sub-licensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such content (in whole or in part) and to incorporate such content into other works in any format or medium now known or later developed.

Operation. www.whiterayflowers.com reserves complete and sole discretion with respect to the operation of the www.whiterayflowers.com website. www.whiterayflowers.com assumes no responsibility or liability for any content or activity, lawful or otherwise, occurring at any time on website or by any user.

Content. Statements made in websites, blogs, newsgroups, message boards, email, forums, conferences and chats reflect only the views of their authors. Merchants appearing on www.whiterayflowers.com are not authorized spokespersons of www.whiterayflowers.com or The Center for Healing Choices, LLC, and their views do not necessarily reflect those of The Center for Healing Choices, LLC.

Testimonials. www.whiterayflowers.com has the right to use your statements and feedback as posted testimonials on its website and will make reasonable efforts to request to use your statements and feedback, prior to use.

Copyright. The entire contents of the www.whiterayflowers.com website are copyrighted as a collective work under the laws of the United States and other copyright laws. The Center for Healing Choices, LLC, holds the copyright in the collective work. The collective work includes works which are the property of the information providers which are also protected by copyright and other intellectual property laws. You agree not to modify, reproduce, retransmit, distribute, disseminate, sell, publish, reverse engineer, create derivative works of, broadcast, circulate or in any way exploit any of the materials or content received through the site to anyone without my express prior written consent. All material published on my site, including, but not limited to, written content, photographs, graphics, images, illustrations, marks, logos, sound or video clips, and Flash animation, are protected by patent, copyright, trademark and other intellectual property laws. Except as otherwise explicitly agreed in writing, the content received through the site may be downloaded, displayed, and printed for your personal, non-commercial use only.

You may display (conditional upon any expressly stated restrictions or limitations relating to specific material) and download portions of the material from the different areas of www.whiterayflowers.com solely for your own non-commercial use, unless otherwise permitted. Any redistribution retransmission or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner. You agree not to change or delete any proprietary notices from materials downloaded from www.whiterayflowers.com.

Other Sites. You are encouraged to use discretion while browsing the Internet on searches initiated at www.whiterayflowers.com. www.whiterayflowers.com links may lead unintentionally to sites containing information that some people may find inappropriate or offensive. It may also lead to

sites which contain inaccurate information, false or misleading advertising, or information which violates copyright, libel or defamation laws. www.whiterayflowers.com and information providers make no representations concerning any effort to review all of the content of sites linked from its website.

5. REPRESENTATIONS OF USERS

By registering on my site, you make the following representations:

- I am of legal age to view material discussed above, in accordance with the laws of the region in which I reside.
- Any material that I am viewing is exclusively for my own personal use and I will not give, sell or otherwise provide any of it to anyone else.
- I believe I have the unalienable right to read and/or view any type of material I choose.
- I am aware of the standards of my local community with respect to the materials offered on this site; I am familiar with the materials offered by this site; and I represent, warrant and certify that the links, information, and use of materials on this site do not violate any standard or law that applies to me. In the event that a law that applies to me comes in to affect that would prevent me from viewing material on this site, I agree to no longer access this site.
- I recognize that this site has no control over the content of websites which are listed or linked on it and that it takes no responsibility for the content of those other sites.
- By viewing and/or using this site, you agree that www.whiterayflowers.com and The Center for Healing Choices, LLC, will not be liable for any commercial loss; inconvenience; loss of use, time, data, goodwill, revenues, profits, or savings; or any other special, incidental, indirect, or consequential damages in any way related to or arising from your use of this site. You agree to defend, indemnify and hold harmless www.whiterayflowers.com and The Center for Healing Choices, LLC, its employees, directors, shareholders, members, officers, agents, subsidiaries and affiliates from any and all claims, losses, damages, causes of action, liabilities and expenses (including reasonable attorneys' fees) related to or arising out of your use of the site, including without limitation claims made by third parties related to your use of the site.
- I and my advertisers, suppliers and licensors provide this website on an "as is" and "as provided" basis, without any warranty or condition of any kind, express or implied, and specifically disclaim any implied warranties of non-infringement, title, merchantability, fitness for a particular purpose and availability of the site or services. Some countries do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. I make no representation that the site and/or services will be uninterrupted or error, force majeure, bug or virus free and shall not be held responsible in any way or by any means, either directly or indirectly, for any communications difficulties, access delays, any interruption and/or data delivery, non-delivery, mis-delivery, corruption, destruction, or events.
- Without limiting the foregoing, I shall not be liable to you or your business for any indirect, incidental, consequential, exemplary, special, or punitive damages or lost or imputed profits or royalties arising out of your use of this site or any goods or services provided, whether for breach of warranty or any obligation arising therefrom or otherwise, whether liability is asserted in contract or tort (including negligence and strict product liability) and irrespective of whether you have been advised of the possibility of any such loss or damage. You hereby waive any claim that these exclusions deprive you of an adequate remedy. In no event shall either party's aggregate liability arising out of or related to this agreement, whether in contract, tort or under any other theory of liability, exceed the total amount paid by you hereunder in the 12 months preceding the incident.

- Use of my site is subject to existing laws and legal process. Nothing contained in these terms shall limit my right to comply with governmental, court, and law enforcement requests or requirements relating to your use of my site.
- You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of my site, services or these terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- You will indemnify www.whiterayflowers.com and The Center for Healing Choices, LLC, or any expenses www.whiterayflowers.com and The Center for Healing Choices, LLC, may incur resulting from your violation of this agreement, including, without limitation, any fines, fees, legal expenses, and labor for investigation and resolution.

6. DMCA Notifications of Claims of Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify my agent for notice of claims of copyright or other intellectual property infringement ("Agent"), at my "Contact Us" page. Please provide my Agent with the following Notice:

1. Identify the material on my site that you claim is infringing, with enough detail so that I may locate it on the website;
2. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
3. A statement by you declaring under penalty of perjury that (1) the above information in your notice is accurate, and (2) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner;
4. Your address, telephone number, and email address; and
5. Your physical or electronic signature.

I will remove the infringing posting(s), subject to the procedures outlined in the Digital Millennium Copyright Act (DMCA).

7. CONFIDENTIALITY

As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your confidential information shall include your data; my confidential information shall include the services; and confidential Information of each party shall include the terms and conditions of this agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, confidential information (other than your data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party, (iii) is received from a third party without breach of any obligation owed to the disclosing party, or (iv) was independently developed by the receiving party.

Except as otherwise permitted in writing by the disclosing party, (i) the receiving party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any confidential

information of the disclosing party for any purpose outside the scope of this agreement, and (ii) the receiving party shall limit access to confidential information of the disclosing party to those of its employees, contractors and agents who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with the receiving party containing protections no less stringent than those herein.

Without limiting the above, I shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of your data. I shall not (a) modify your data, (b) disclose your data except as compelled by law or as expressly permitted in writing by you, or (c) access your data except to provide the services or prevent or address service or technical problems, or at your request in connection with customer support matters.

The receiving party may disclose confidential information of the disclosing party if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. If the receiving party is compelled by law to disclose the disclosing party's confidential information as part of a civil proceeding to which the disclosing party is a party, and the disclosing party is not contesting the disclosure, the disclosing party will reimburse the receiving party for its reasonable cost of compiling and providing secure access to such confidential information.

8. TERMS AND TERMINATION

A party may terminate this Agreement for cause: (i) immediately, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

9. GENERAL PROVISIONS

Jurisdiction

By visiting this website, you agree that in all matters relating to this website, you shall be governed by the laws of New Jersey, United States, as applicable. You may not use this website if law prohibits you from doing so in the country in which you reside. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

Mandatory Binding Arbitration

If a disputed issue is not resolved within ten (10) days, then the resolution of the dispute shall be referred to an arbitrator chosen by the parties for mandatory binding arbitration. If the parties are unable to resolve any dispute with the assistance of the arbitrator within fifteen (15) days of the appointment thereof, the dispute shall be settled by arbitration. The award of the arbitration shall be final and binding upon the parties, and enforceable in any court of competent jurisdiction. The venue for any arbitration hereunder shall be New Jersey, United States. Nothing in this section shall defer or interfere with the entitlement of either party to obtain injunctive relief.

Except as otherwise specified in this agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnification claim). Notices to you shall be addressed to the

system administrator designated by you for your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by you. Notices should be addressed via the Contact Us page.

This Site is a Venue

We are not involved in the actual transaction between users even though I may provide products and services. As a result, the quality, reliability, safety or legality of these is the responsibility of the user.

Computer Fraud

Any unauthorized use of my computer systems is a violation of this agreement and certain federal and state laws, including without limitation the Computer Fraud and Abuse Act (18 U.S.C. § 1030 et seq.), relevant state statutes and the laws of the other states and territories of the USA and other countries. Such violations may subject the offender and his or her agents to civil and criminal penalties.

No Agency

My relationship is that of independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relations is intended or created by these terms or your use of the site.

Force Majeure

Neither party is liable for an omission or delay in the execution of its obligations hereunder caused by an event beyond its reasonable control. The time for the performance of the obligation that is so delayed shall be extended by a reasonable time, provided that payments shall not be delayed.

Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement shall remain in effect. The provisions of this agreement pertaining to confidential information, privacy, and use restrictions shall survive the termination of this agreement. Other sections pertaining to rights and obligations which by their nature should survive termination are hereby confirmed to so survive.

Attorney Fees

You shall pay on demand all of my reasonable attorney fees and other costs incurred by us to collect any fees or charges due us under this Agreement. Any disputes that may arise from these terms and conditions of use shall be governed by the laws of the United States and subject to the jurisdiction of the New Jersey courts.

Prior Agreement

This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous agreements, purchase orders, understandings, proposals, negotiations, representations or warranties of any kind whether written or oral. No oral or written representation that is not expressly contained in this agreement is binding on either party.

Assignment

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other party, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this agreement upon written notice to the assigning party. Subject to the foregoing, this agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

Entire Agreement

This Agreement, including all exhibits and addenda hereto, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this agreement and any exhibit or addendum hereto, the terms of such exhibit, addendum shall prevail.

Termination/ Access Restriction

These terms of use constitute the entire agreement between this site and you with respect to your use of this website. I may immediately terminate any user's access to or use of the site due to such user's breach of these terms of use or other unauthorized use of the site. Any cause of action you may have hereunder or with respect to your use of the site must be commenced within one (1) year after the claim or cause of action arises. My failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of any such right or provision. If for any reason a court of competent jurisdiction finds any provision of these terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these terms, and the remainder of these terms shall continue in full force and effect.

Modification of Terms of Use and Fees

I reserve the right to change the terms, notices, and conditions of services, of the www.whiterayflowers.com website, including but not limited to, the services/sites offered, and the charges that you may incur in the future. You will be given 30 days notice of any fee increase with the option to decline such fee and cease use of my products and services. It is solely your responsibility to regularly review these terms of use and the other policies of the www.whiterayflowers.com website, to ensure you are up to date with all the terms, conditions, and charges, associated with the www.whiterayflowers.com website. Your continued use of the www.whiterayflowers.com website, signifies your consent and agreement to all www.whiterayflowers.com policies, terms, conditions, and notices.

Contact Information

If you have questions or concerns regarding these terms, email is found at "Contact Us" page.