

Stem & Thistle Terms of Use

This website domain, www.stemandthistlefloral.com ("Website"), is owned and operated by Stem and Thistle LLC (referred to as "Stem & Thistle" herein). Stem & Thistle is a boutique floral studio specializing in distinct and organically elegant design ("Services"). Use of this Website and any sub-domains constitutes acceptance of these Terms of Use ("Terms") and our [Privacy Policy](#). If you do not accept these Terms of Use, you should immediately terminate use of Stem & Thistle and its Website.

Throughout the Terms of Use, the words "I," "we," "me," "us," "my," or "our" refer to the business entity, Stem & Thistle. The words "you" or "your" refer to any user of this Website.

SCOPE

Stem & Thistle and its Website are made available to you on the condition of your acceptance of these Terms. New information, products, and/or services added to Stem & Thistle are subject to the current Terms. Please read these Terms prior to engaging with content on Stem & Thistle.

Stem & Thistle reserves the right to update, change, and replace any part of these Terms as needed.

GENERAL CONDITIONS

By agreeing to these Terms, you consent that you are at least (a) the age of majority in your jurisdiction; or (b) that you are at least the age of majority in your jurisdiction, and you have given us permission to let any minors in your charge use our site.

You must not use Stem & Thistle or its Website to transmit any worms, viruses, or any code of a destructive nature; promote or distribute hateful, discriminatory, or provocative language; or break the law or incite others to break the law.

We reserve the right to block anyone and/or refuse access to our Website for any reason at any time.

By using Stem & Thistle and its Website, you understand that it is against the law to reproduce, duplicate, copy, sell, resell, or exploit any photographs and/or copy any information provided by and produced by Stem & Thistle. All material authored by Stem & Thistle is considered copyrighted.

As part of Stem & Thistle, we may make recommendations and/or provide access to optional third-party services, over which we have no control. Stem & Thistle provides access to these third parties as a courtesy, but Stem & Thistle does not endorse any third-party service unless explicitly stated. By accessing any third-party services, you agree that they are provided "as is" without any warranty on our part, and that we will not be held liable for any consequences as a result of your use.

Third-party services are subject to the terms of that third party. It is your responsibility to become familiar with their policies.

ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

We are not responsible for information obtained from Stem & Thistle that is not accurate, complete, or current. This includes but is not limited to general information, historical information, product and service descriptions, specifications, or prices; images or illustrations; or results of any kind.

Stem & Thistle is under no legal obligation to correct inaccuracies in the information available on Stem & Thistle's Website, except as required by law. Occasional inaccuracies or typographical errors may occur.

USER SUBMITTED CONTENT

Occasionally you may be asked to submit content (i.e., your email address), or you may be allowed to submit content on your own without being asked by us (i.e., suggestions, feedback, reviews, or comments). By submitting this content, whether by website, email, or otherwise, you agree that we may publish, share, or otherwise distribute the content without restriction. We are under no obligation to maintain confidentiality or privacy.

By submitting content, you agree that you are not violating the right of any third party, nor submitting libelous or abusive content; you may not use a false name or identity or mislead other users or us as to the purpose of your content. Additionally, you agree that you understand that your content may be transferred unencrypted.

We strive to enforce these Terms; however, you may be exposed to user submitted content that is inaccurate or objectionable.

We reserve the right to edit and remove any user-submitted content at our sole discretion.

We are not responsible or liable for the comments left by you or any user or third party or for content submitted by you or any user or third party.

SUMMARY OF PROHIBITED USES

In addition to other prohibitions as set forth in these Terms, you are prohibited from using Stem & Thistle, its Website, and 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 site 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 site or any related website, other websites, or the Internet. We reserve the right to terminate your access to Stem & Thistle and our Website for violating any of the prohibited uses.

SUMMARY OF DISCLAIMERS

We do not guarantee, represent, or warrant that your use of our Website will be uninterrupted, timely, secure, or error-free.

You understand that from time to time we may remove the Website for indefinite periods of time or cancel the Website at any time, without notice to you.

You agree that your use of our Website is at your own risk. The Website provided to you is “as is” and “as available” for your use and enjoyment, without representation, warranties, or conditions of any kind, express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Stem & Thistle be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of our Website or for any other claim related in any way to your use of our Website or any product or Services related to the Website, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via our Website. Because some states and jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states and jurisdictions, our liability shall be limited to the maximum extent permitted by law.

COPYRIGHT AND OTHER INTELLECTUAL PROPERTY

All material authored by Stem & Thistle is considered copyrighted as well as any photos, videos, and designs published by Stem & Thistle.

Please be mindful when sharing content and images from Stem & Thistle. If you would like to share any of the content and images from Stem & Thistle, please be sure to link back to the original content you found here on Stem & Thistle.

You understand that it is illegal to use, copy, modify, adapt, reproduce, store, distribute, print, display, perform, or publish any of our intellectual property.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Stem & Thistle and our owners, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and any future and/or current employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SEVERABILITY

If any provision of these Terms is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

PROTECTIONS

The failure of us to exercise or enforce any provision of these Terms shall not constitute a waiver of such right or provision.

Any ambiguities in the interpretation of these Terms shall not be construed against us.

GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

CHANGES TO TERMS

We reserve the right, at our sole discretion, to update, change, or replace any part of these Terms by posting updates and changes to our Website. It is your responsibility to check our Website periodically for changes.

Your continued use of and access to Stem & Thistle and our Website following the posting of any changes to these Terms constitutes acceptance of those changes.

CONTACT INFORMATION

Questions about the Terms of Use should be sent to hello@stemandthistlefloral.com.