All Natur’el Smoothies Boutique Terms & Conditions

As in every agreement, the Terms need to clearly state the owner of the website, what the website offers and the Terms being a binding agreement upon the users of the website. If the website is operated by a legal entity, it is important to state the full and precise name of such entity (and not the commercial name used for business activity). It is also important to define what is offered on the website and to state that the Terms are a legal agreement controlling the use of the website by visitors and users of the services.

This website is owned and operated by [All Natur’el Smoothies Boutique, R. Narcisse]. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors heathy snacks, healthy foods, healthy smoothie fruit concentrate, gourmet protein, protein powder, dried fruits, event tickets, E-Gift Cards. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

When buying an item, you agree that: (i) you are responsible for reading the full item listing, flavor, size, quantity… before making a commitment to buy our products: (ii) you enter a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

The prices we charge for using our services / for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

“The fee for the services and any other charges you may incur in connection with your purchase such as taxes and possible transaction fees, will be charged at the time of purchase, based on your payment method.

Return and refund policy!

For any undamaged product, simply return it with its included accessories and packaging along with the original receipt (or gift receipt) within 14 days of the date you receive the product, and we will exchange it or offer a refund based upon the original payment method. In addition, please note the following: (i) Products can be returned only in the country in which they were originally purchased; and (ii) the following products are not eligible for return: [list of items] (N/A at this time).

Retention of right to change offering.

We may, without prior notice, change our products, suppliers and our services; stop selling specific suppliers’ products and or services, or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the products and or services without notice and liability for any reason, or for no reason.

Warranties & responsibility for services and products

Warranty normally will not apply, if so, please see paragraph below:

When we receive a valid warranty claim for a product purchased from us, we will replace the product. If we are unable to replace the product within a reasonable time, the customer will be entitled to a full refund upon the prompt return of the product to us. We will pay for shipment of replaced products to customer and customer will be responsible for return shipment of the product to us.

Ownership of intellectual property, copyrights, and logos

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and all Intellectual Property Rights related thereto, are the exclusive property of Rosie Narcisse. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works thereof.

Right to suspend or cancel user/buyer account

Indemnification

You agree to indemnify and hold Rosie Narcisse harmless from any demands, loss, liability, claims or expenses (including attorneys’ fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services and products offered on the website.

Limitation of liability

To the maximum extent permitted by applicable law, in no event shall Rosie Narcisse, be liable for any indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, Rosie Narcisse assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to purchase products or use of our service; and (iii) any unauthorized access to purchase goods, or use of our secure servers and/or all personal information stored therein.

Right to change and modify Terms.

In order to be able to change your Terms without requirement to receive the consent and approval of the Users, we recommend retaining the ability to change or modify the Terms at the website Owner’s will.

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review this page periodically. When we change the Terms in a material manner, we will update our website with updated changes that have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access and purchase any items (or continue to access) the website or the service.

Promotional emails and content

You agree to receive from time-to-time promotional messages and materials from us, by mail, email, or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – you can choose to opt out, notify us at any time.

Preference of law and dispute resolution

These Terms, the rights and remedies provided hereunder, and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of Jefferson Parish / Louisiana, without respect to its conflict of laws principles. All such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Gretna. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

Customer support details & contact info

Terms are expected to have contact information enabling users and customers to receive customer support services and to correspond with the website and its operators.

Provisions recommended for websites with user communities

Communities for users of this website will become available at a later date. All users that join All Natur’el Smoothies Boutique community have a public profile that is publicly visible to site visitors, and that their public activity (such as their posts or comments) will be visible to other visitors of the website. When the community is available you can choose to always opt-out and exit the community, and upon doing so, such user’s profile will not be publicly visible. Naturally, in such event the user will not be able to use the community features (e.g. liking, commenting or writing posts).

Note: February 12, 2021