

**TeaScapes LLC**  
**Privacy Policy and Website Terms and Conditions**

TeaScapes LLC (“TeaScapes”) recognizes that Your privacy and the protection of Your Personal Information is important to you, and therefore, has adopted this privacy policy which describes our privacy practices and how we treat the Personal Information that we collect from You when You use the products and services of TeaScapes and/or [www.enjoyteascapes.com](http://www.enjoyteascapes.com). This privacy policy applies to all of the products, services, and websites offered by TeaScapes (collectively, the “Products and Services”). This statement addresses the collection, use and security of and access to information that may be obtained through the use of the [www.enjoyteascapes.com](http://www.enjoyteascapes.com) web site.

For the purposes of this privacy policy, “Personal Information” is information that (i) You provide to TeaScapes and (ii) personally identifies You. Such information includes your name, email or other address, billing information or other data that can be reasonably linked by TeaScapes to personally identify You.

**HOW WE OBTAIN THE PERSONAL INFORMATION**

TeaScapes may obtain, collect, retain, store or otherwise maintain the Personal Information from the following sources. Notwithstanding this, we will give you the opportunity to *opt out* from allowing us to obtain, collect, retain, store or otherwise maintain some or all of the Personal information. If you *opt out* or otherwise decline to submit Personal Information, TeaScapes may not be able to or may choose not to provide to You some or all of our Products and Services.

**Information You provide to TeaScapes.** This information may include, for example, information provided to TeaScapes via a TeaScapes account assigned to You and other User Communications, as described in more detail below.

- **TeaScapes account** - You may choose to set up a TeaScapes account to access and order our Products and Services. When You sign up for a TeaScapes account, we request from You Personal Information, such as your name, email or other address and an account password that is used to protect Your TeaScapes account from unauthorized access. TeaScapes stores, processes and maintains Your Personal Information and other data related to Your TeaScapes account to provide our Products and Services to You. For certain services, we may request credit card or other payment account information, which is maintained in encrypted form on secure servers.
- **User communications** - Any email or other communications sent to TeaScapes by You. We may retain those communications in order to process Your inquiries, respond to Your requests and improve our services.

**Information recorded via interaction with TeaScapes.** This information may include, for example, server-log information, which is automatically recorded by our servers from an

exchange between Your browser and our servers whenever You access, browse, or use the TeaScapes web site.

- **Server log information.** The server-log information may include information such as (i) account activity, including storage usage, number of log-ins; data displayed or selected, including user interface or "UI" elements, links, etc; and (ii) as your web request, Internet Protocol address, browser type, browser language, the date and time of your request, date and time of access, one or more cookies that may uniquely identify your browser, cookie identification, referrer Uniform Resource Locator, etc. Please note the following with respect cookies.
- **Cookies** - When You visit [www.enjoyteascapes.com](http://www.enjoyteascapes.com), we send to Your computer one or more cookies (i.e. a small file containing a string of characters) that uniquely identifies your browser. We use cookies to improve the quality of our Products and Services by storing user preferences and tracking. Most browsers are initially set up to accept cookies, but You can reset your browser to refuse all cookies or to indicate when a cookie is being sent. Please note, however, some features of the Products and Services of [www.enjoyteascapes.com](http://www.enjoyteascapes.com) may not function properly, if at all, if your cookies are disabled.

***Information TeaScapes provides to You.*** This information may include, for example, information provided to You from TeaScapes via [www.enjoyteascapes.com](http://www.enjoyteascapes.com) communications. These [www.enjoyteascapes.com](http://www.enjoyteascapes.com) initiated communications, which may be in the form of paper mail, email or other electronic communications, are communications sent to You by TeaScapes, and can include communications that contain information related to Your TeaScapes account, as well as, TeaScapes products and services.

## **HOW WE USE THE PERSONAL INFORMATION**

TeaScapes only uses the Personal Information for the purposes described in this privacy policy. In addition to any of the purposes noted in other sections of this privacy policy, TeaScapes only uses the Personal Information for:

- providing the Products and Services to users, including the processing, formatting and displaying of the Personal information and customized content;
- auditing, research and analysis in order to maintain, protect and improve our services;
- ensuring the technical functioning of our network, including creating and maintaining backups or other archival copies of the Personal information and other related data; and/or
- developing new services.

If we propose to use the Personal Information for any purposes other than those described in this section or any other section of this privacy policy and/or in any specific notice to You

regarding the same, we will ask for your consent prior to such use and offer you an effective way to *opt out* of the use of Personal Information for those other purposes. As above, if you *opt out* or otherwise decline to submit Personal Information, TeaScapes may not be able to provide to You our Products and Services.

## **INFORMATION SHARING AND ONWARD TRANSFER**

We provide personally identifiable information and non-personally-identifiable information to our subsidiaries, affiliated companies, or other businesses or persons for the purpose of processing such information on our behalf. We require these parties agree to process such information in compliance with our privacy policy, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures.

We do not share your personally identifiable information (such as name or email address) with other, third-party companies for their commercial or marketing use without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out.

We do share non-personally-identifiable information (such as anonymous User usage data, referring / exit pages and URLs, platform types, number of clicks, etc.) with interested third-parties to assist them in understanding the usage patterns for certain content, services, advertisements, promotions, and/or functionality on the TeaScapes web site.

We may release personally identifiable information and/or non-personally-identifiable information if required to do so by law, or in the good-faith belief that such action is necessary to comply with state and federal laws (such as U.S. Copyright Law) or respond to a court order, subpoena, or search warrant.

TeaScapes also reserves the right to disclose personally identifiable information and/or non-personally-identifiable information it believes, in good faith, is appropriate or necessary to enforce our Terms of Use, take precautions against liability, to investigate and defend itself against any third-party claims or allegations, to assist government enforcement agencies, to protect the security or integrity of our web site, and to protect the rights, property, or personal safety of TeaScapes, our Users or others.

If TeaScapes becomes involved in a merger, acquisition, or any form of sale of all of its assets, we will provide notice before Personal Information is transferred and becomes subject to a different privacy policy.

If you have any questions about the management or use of Personal Information or if you believe that your personal information is being used for a purpose other than what was intended when submitted, you may contact the individual listed below as shown in the Contact Information Section of this Statement.

## **INFORMATION SECURITY**

We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. These include internal reviews of our data collection, storage and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where we store personal data.

We restrict access to Personal Information to employees, contractors and agents of TeaScapes who need to know that the Personal Information to operate, develop and/or improve our services. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination, if they fail to meet these obligations.

## **DATA INTEGRITY**

TeaScapes processes the Personal Information only for the purposes for which it was collected and in accordance with this privacy policy. We periodically review our data collection, storage and processing practices to ensure that we collect, store and process the Personal Information for providing and/or improve our Products and Services. We also take reasonable steps to ensure that the Personal Information we process is accurate, complete, and current, but we depend on our You and our other users to update or correct their Personal Information whenever necessary.

## **ACCESSING AND UPDATING PERSONAL INFORMATION**

To the extent applicable, You may change the settings of Your TeaScapes account via the "settings" section of such account. You may organize or delete certain information through such settings or, alternately, terminate Your TeaScapes account. Such deletions or terminations will take immediate effect. Residual copies of the deleted information and/or terminated TeaScapes account may take up to 60 days to be deleted from active servers and may remain in perpetuity in backup systems.

When you use our Products and Services, we make good faith efforts to provide you with access to your Personal Information and either to correct this data if it is inaccurate or to delete such data at your request if it is not otherwise required to be retained by law or for legitimate business purposes. Where applicable, we ask individual users to identify themselves and the information requested to be accessed, corrected or removed before processing such requests. In any case, where we provide information access and correction, we perform this service free of charge, except if doing so would require a disproportionate technical effort. Some of our Products and Services have different procedures to access, correct or delete Your Personal Information. Please contact us for the details for these procedures.

## **OUR POLICY TOWARDS CHILDREN**

We are especially concerned about protecting children's privacy. This site is intended for general audiences over the age of 18 and is not directed to children under the age of 13 and we do not knowingly collect personal information from children under the age of 13. If you become

aware that your child has provided us with personal information without your consent, please contact us at the individual listed below as shown in the Contact Information Section of this Statement. If we become aware that a child has provided us with personal information without parental consent, we will take steps to remove such information and terminate the child's account.

### **ENFORCEMENT**

TeaScapes regularly reviews its compliance with this privacy policy. Please feel free to direct any questions or concerns regarding this privacy policy or our treatment of Personal Information by contacting us at the address below. In the event we receive a formal written complaint at this address, our policy is to contact the complaining user regarding his or her concerns. We will cooperate with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of Personal Information that cannot be resolved between an individual and TeaScapes.

### **CHANGES TO THIS POLICY**

Please note that this privacy policy may change from time to time. We will not reduce your rights under this privacy policy without your consent, and we expect most such changes will be minor. Regardless, we will post any changes on this page. If you have any additional questions or concerns about this Policy, please feel free to contact the individual listed below as shown in the Contact Information Section of this Statement.

### **CONTACT INFORMATION**

You may contact TeaScapes LLC as follows:

To review your personal information, or request correction of your personal information:

Kathleen Edinger, Owner,  
TeaScapes LLC  
68 First Ave, Suite K  
Atlantic Highlands, NJ 07716

PHONE: 732- 203-5100

EMAIL: Kathleen@enjoyteascapes.com

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## **TRADEMARKS**

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All other trademarks, service marks, domain names, logos, and company names (collectively "Other Trademarks") referred to on [www.enjoyteascapes.com](http://www.enjoyteascapes.com) are trademarks, registered trademarks, service marks, domain names, logos, company names of or are otherwise the property of TeaScapes or its affiliates or licensors. In countries where any of the TeaScapes' trademarks, service marks, domain names, logos and company names are not registered, TeaScapes claims other rights associated with unregistered trademarks, service marks, domain names, logos, and company names. Other product or company names referred to on [www.enjoyteascapes.com](http://www.enjoyteascapes.com) may be trademarks of their respective owners.

TeaScapes does not grant to You any rights under any of the Other Trademarks, and You agree that You may not use any of the Other Trademarks without the express written permission from the owner of such Other Trademark.

## **OTHER INTELLECTUAL PROPERTY RIGHTS**

All right, title and interest in and to the Content, including without limitation the graphical display and arrangement of [www.enjoyteascapes.com](http://www.enjoyteascapes.com), and any and all intellectual property rights embodied therein, are the property of TeaScapes or our licensors, suppliers or affiliates. You hereby acknowledge that misappropriation or misuse of the Content and Intellectual Property Contained therein will cause serious damage to TeaScapes and that in such event money damages may not constitute sufficient compensation to TeaScapes; consequently; and in the event of any misappropriation or misuse, TeaScapes shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which TeaScapes may be entitled.

In addition, You acknowledge that the Content, Submissions, Databases and any other information contained therein are protected by law, including, but not limited to, United States and international copyright law and trademark law, as well as other state, federal, and international laws and regulations, including contract law, and laws pertaining to privacy and publicity.

## **NOTICE OF ENFORCEMENT**

TeaScapes vigorously enforces its intellectual property rights to the fullest extent of the law. Accordingly, TeaScapes will prosecute any unauthorized use or reproduction of any of the Content, Submissions, Databases and any other information contained therein that violate the protection afforded by the United States and international copyright law and trademark law, and/or other state, federal, and international laws and regulations, including laws pertaining to contracts, and privacy and publicity.

## DISCLAIMER

The TeaScapes' website, [www.enjoyteascapes.com](http://www.enjoyteascapes.com), may contain live "links" to other Internet addresses which can be accessed. Such external Internet addresses contain information created, published, maintained, or otherwise posted by organizations independent of TeaScapes. TeaScapes does not endorse, approve, certify, maintain, or control these external Internet addresses and does not guarantee the accuracy, completeness, efficacy, timeliness, or correct sequencing of information located at such addresses. TeaScapes provides the links only as a convenience. Use of any information obtained from such addresses is voluntary, and reliance on it should only be undertaken after an independent review of its accuracy, completeness, efficacy, and timeliness. Neither the inclusion of the link in [www.enjoyteascapes.com](http://www.enjoyteascapes.com) nor reference therein to any specific commercial product, process, or service by trade name, trademarks, service mark, manufacturer, or otherwise constitutes or implies endorsement, recommendation, or favoring by TeaScapes.

There may be circumstances where access to [www.enjoyteascapes.com](http://www.enjoyteascapes.com) is provided by a hypertext link located at another website. TeaScapes has no responsibility for the content of such other website, TeaScapes does not make any representations or give any warranties or conditions with respect to any information contained in or at such other website and TeaScapes shall not be liable for any damages or injury arising from the content of or access to such other website. TeaScapes does not endorse the individuals, companies or other similar entities, or any products or materials associated with such individuals, companies or other similar entities, which provide a link to [www.enjoyteascapes.com](http://www.enjoyteascapes.com).

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