

Sugarplum Lane Terms & Conditions and Privacy Policy

Sugarplum Lane Terms & Conditions

Last updated February 5th, 2011

Please take a moment to read these terms and conditions (the 'Terms and Conditions') carefully. These terms and conditions apply to the Sugarplum Lane Website located at www.sugarplumlane.com. By using this Website, you agree to be bound by these terms and conditions.

These Terms and Conditions govern your use of, and any purchase from, the Sugarplum Lane Website, and constitute an agreement between you and Sugarplum Lane. Sugarplum Lane may change or modify any of these Terms and Conditions or any policy or guideline of the Website at any time; please check back regularly for updates as any change or modification will be effective immediately upon posting of the revisions on the Website. Your use of the Website following the posting of its modifications or changes will signify your acceptance of such changes or modifications. Regularly review these Terms and Conditions and any other Sugarplum Lane policies from time-to-time to understand the terms and conditions that apply to your use of the Website.

Product Availability

You may be interested in a piece of jewelry that is currently on back order. Please call us and we can tell you when the item will be back in stock. An item may go out of stock before we are able to post an announcement on the Website. If this happens, we will contact you directly to discuss options. Subject to the terms of this Agreement, Sugarplum Lane reserves the right to limit the availability of, restrict access to, or discontinue the Website and/or any content, product, service, or other feature described or available on the Website to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, product, service, or other feature that we provide.

Pricing

Our prices are subject to change without notice as the price of precious metals is volatile. We apologize for any inconvenience that this may cause. All of our prices are final. Data, including prices, may be erroneously displayed on our Website due to typographical or system errors. While we make every effort to avoid these inaccuracies, they may occur. We reserve the right to correct any and all mistakes when they occur. We do not honor erroneous or inaccurate prices. If a product's listed price is lower than its actual price we will contact you for instructions before shipping the product or we will cancel the order and notify you of such cancellation. If the order has already shipped, you agree to either pay the difference between the actual and charged prices or return the product. If you have any questions, please do not hesitate to contact us at 800.617.9750.

Return Policy

It is important to us that you are fully satisfied with your purchase. Articles are accepted for credit or exchange in the U.S. if returned in saleable condition within 30 days, accompanied by a sales receipt. Returns may be sent to our Customer Service Center. To return or exchange your gift selection, please email customerservice@sugarplumlane.com or call 800.617.9750. Gift recipients are entitled to a nonrefundable exchange.

Certificates/Policy on Toxic-Free Silver

Upon your request, when you order a piece of jewelry, Sugarplum Lane will send you a certificate that all our alloys are toxic-free. At Sugarplum Lane, our manufacturers only purchase alloys through the most respected suppliers who like us, adhere to and enforce California's law to protect children and adults from exposure to lead in jewelry. This law restricts the amount of lead in jewelry by identifying what materials may be used, as well as establishing lead concentration thresholds that may not be exceeded. These reports are detailed documents created by alloy experts. Sugarplum Lane issues these certificates in good faith on behalf of its manufacturers and has made no willingly false or misleading statements regarding the composition of our manufacturer's alloys.

Information and Photographs on our Website

At Sugarplum Lane, we make every attempt to ensure that our online catalog is as complete and accurate as possible. Some products may appear larger or smaller than their actual size in our photographs; and since every computer monitor is set differently, color and size may vary. Our goal is to provide you with as much information and detail about your prospective purchase as possible so that you can see the detail, beauty, and shape of a particular item. We provide the measurement of our products in our online catalogue based on our manufacturing specifications. Slight tolerances may be accounted for hand-finishing during the manufacturing process.

Privacy Policy

Please refer to our [Privacy Policy](#) for information on how Sugarplum Lane uses, collects, and discloses personally identifiable information from its customers.

Trademarks/Copyrights

Sugarplum Lane, the Sugarplum Lane logos, Sugarplum Lane Promise Boxes, Sugarplum Lane initials, Sugarplum Lane heart, Sugarplum Lane jewelry designs, all copy on the Sugarplum Lane Website and photography and any other product or service name or slogan contained in our Website are trademarks/copyrights of Sugarplum Lane and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Sugarplum Lane or the applicable trademark holder. You may not use any metadata, metatags, or any other "hidden text" utilizing the name, "Sugarplum Lane" or any other name, trademark, copyrights or product or service name or mark associated with Sugarplum Lane without our prior written permission. All other trademarks, registered trademarks, product names and Sugarplum Lane names or logos mentioned in our Website are the property of Sugarplum Lane.

Website Content and Text

The Website and all content and other materials, including, without limitation, text, the Sugarplum Lane logo, and all pictures, designs, coordination, graphics, selection, 'look and feel', information, data, software, sound files, other files and the selection and arrangement thereof (collectively, the "Website Materials") are the sole proprietary property of Sugarplum Lane or its licensors or users and are protected by trademark laws, trade dress, copyright, and various other intellectual property rights and unfair competition laws.

Infringer Policy

Sugarplum Lane has adopted a policy of terminating and blocking, in appropriate circumstances and at Sugarplum Lane's sole discretion, Website users or account holders who are considered to be repeat infringers. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Sugarplum Lane may also at its sole discretion limit access to this Website and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Use of the Website

You are permitted a limited, personal, non-sublicensable license to enter and use our Website and electronically copy, (except where forbidden without a license) and print to hard copy portions of our Website Materials for your informational, personal, and non-commercial use only. Such license is subject to these Terms and Conditions and does not include: any resale or commercial use of our Website or the Website Materials therein; the collection and use of any pictures, product listings, descriptions or designs for commercial purposes; the public performance or public display, circulation, of any Website Materials; adjusting or otherwise making any derivative uses of our Website and the Website Materials, or any portion thereof; use of any automated means to access, monitor or interact with any portion of our Website, including through data mining, robots, spiders, scraping, or similar data gathering or extraction methods; downloading (other than the page caching) of any portion of our Website, the Website Materials or any information contained therein, except as expressly allowed on our Website; cause to appear any pop-under, pop-up, expanding buttons, exit windows, advertisement, banners, or anything else which diminishes, covers, or frames or inhibits the full display of our Website; any use of our Website or the Website Materials other than for its intended purpose. Any use of our Website or the Website Materials other than as specifically authorized herein, is strictly prohibited and will terminate the license granted therein; or use our Websites in any way which interferes with the normal procedure of our Websites without the prior written permission of Sugarplum Lane. Such unauthorized use may also violate applicable laws, including without limitation trademark and copyright laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms and Conditions shall be construed as granting any license to intellectual property rights, whether by estoppel, implication, or otherwise. This license is revocable at any time.

Posts/Submissions

Comments, suggestions, ideas, plans, emails to Sugarplum Lane, notes, drawings, original or creative materials or other information, regarding this Website, Sugarplum Lane, or our products or services that are provided by you to Sugarplum Lane are non-confidential and shall become the sole property of Sugarplum Lane. You grant Sugarplum Lane and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they wish. You recognize and agree that any materials, ideas, including but not limited to questions, Sugarplum Lane will own exclusive rights to, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You represent and warrant that (a) you own and control all of the rights to the content that you submit, or that you otherwise have the right to submit such content to this Website; (b) the content is accurate and not misleading; and (c) use and posting of the content you supply will not violate any rights of or cause injury to any person or entity.

Third Party Content

Sugarplum Lane may provide links to Web pages and content of third parties ('Third Party Content'). Sugarplum Lane does not monitor or have any control over any Third Party Content or third party Websites. Sugarplum Lane can make no guarantee as to Third Party Content accuracy or completeness and does not endorse any Third Party Content. Sugarplum Lane does not warrant or represent the accuracy of any information contained therein, and undertakes no responsibility to update or review any Third Party Content. Users use these links and Third Party Content contained therein at their own risk.

Product Reviews and User Content

Product review features, user generated content, discussion forums, blogs or other areas or services in which you or third parties post, create, or store any content, messages, materials or other items on our Website ('Interactive Areas') are included in our Website. You are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you agree not to upload to, post, distribute, transmit, create, store or otherwise publish through our Website any of the following:

1. User Content that may violate any trademark, patent, trade secret, copyright or other intellectual or proprietary right of any party. You represent and warrant that you have the lawful right to distribute and reproduce such User Content by posting any User Content;
2. Any data, music, information, message, text, sound, photos, video, graphics, code or other material ('User Content') that is libelous, unlawful, defamatory, pornographic, obscene, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, inflammatory, abusive, fraudulent or otherwise objectionable;
3. User Content that imitates any entity or person or otherwise misrepresents your affiliation with a person or entity;
4. User Content that would support, constitute or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any state, local, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission;
5. Private information of any third party, including, without limitation, phone numbers, addresses, email addresses, Social Security numbers and credit card numbers;
6. Unsolicited promotions, political campaigning, solicitations or advertising;
7. Corrupted data, viruses or other harmful, disruptive or destructive files; and
8. User Content that, in the sole judgment of Sugarplum Lane, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or our Website, or which may expose Sugarplum Lane or its users to any harm or liability of any type.

Your use of Interactive Areas is at your own risk. As a provider of interactive services, Sugarplum Lane is not accountable for any representations, statements or User Content provided by its users in any public forum, personal home page or other Interactive Area. Sugarplum Lane assumes no accountability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto and takes no responsibility, nor is Sugarplum Lane liable for any defamation, slander, mistakes, omissions, libel, falsehoods, obscenity, pornography or profanity you may encounter. Any use of the Interactive Areas or other portions of our Website in violation of the foregoing violates these Terms and Conditions and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or our Website. Although Sugarplum Lane has no obligation to screen, edit or supervise any of the Content posted in any Interactive Area, Sugarplum Lane has absolute discretion, and reserves the right to screen, remove or edit any User Content posted or stored on our Website at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on our Website at your sole cost and expense. In order to assist with legitimate governmental requests, subpoenas or court orders, to protect Sugarplum Lane's systems and customers, or to ensure the integrity and operation of Sugarplum Lane's business and systems, Sugarplum Lane may disclose and access any information it considers necessary or appropriate, including, without limitation, user profile information (i.e. name, e-mail address, etc.), IP addressing and traffic information, usage history, and posted User Content. Sugarplum Lane's right to disclose any such information shall govern over any terms of Sugarplum Lane's Privacy Policy.

You grant Sugarplum Lane and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to alter, use, reproduce, adapt, publish, translate, create, derivative works from, distribute, perform and display such User Content throughout the world in any media if you post User Content to our Website, unless we indicate otherwise. You grant Sugarplum Lane and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that (a) the User Content is accurate and not misleading; and (b) you own and control all of the rights to the User Content that you post or you

otherwise have the right to post such User Content to our Website; (c) use and posting of the User Content you supply does not violate these Terms and Conditions and will not violate any rights of or cause injury to any person or entity.

Hold Harmless/Indemnification

You agree to defend, hold harmless and indemnify Sugarplum Lane, its service providers, independent contractors and consultants, and their employees, directors and agents, from and against any claims, damages, costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any Content you post, store or otherwise transmit on or through our Website or your use of or inability to use our Website, including without limitation any actual or threatened suit, demand or claim made against Sugarplum Lane and/or its independent contractors, employees, service providers, directors or consultants, arising out of or relating to the Content, your conduct, your violation of these Terms and Conditions or your violation of the rights of any third party.

Disclaimer of Warranty

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING BY SUGARPLUM LANE, THIS WEBSITE, THE CONTENT CONTAINED THEREIN AND THE PRODUCTS AND SERVICES PROVIDED ON OR IN CONNECTION THEREWITH (THE "PRODUCTS AND SERVICES") ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SUGARPLUM LANE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE INFORMATION, CONTENT, AND MATERIALS IN OUR WEBSITE. SUGARPLUM LANE DOES NOT REPRESENT OR WARRANT THAT MATERIALS IN OUR WEBSITE OR THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. SUGARPLUM LANE DOES NOT REPRESENT OR WARRANT THAT OUR WEBSITE OR ITS SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL SUGARPLUM LANE, ITS EMPLOYEES, DIRECTORS, MEMBERS OR AGENTS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OUR WEBSITE, THE PRODUCTS AND SERVICES, OR THE CONTENT CONTAINED IN OR ACCESSED THROUGH OUR WEBSITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM SUGARPLUM LANE, OR THAT RESULT FROM OMISSIONS, DELETION, MISTAKES OF FILES OR INTERRUPTIONS, EMAIL, DEFECTS, VIRUSES, ERRORS, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM FORCE MAJEURE, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO SUGARPLUM LANE'S RECORDS, PROGRAMS OR SERVICES.

Applicable Law and Venue

Our Website is owned and controlled by Sugarplum Lane from its offices within the State of Massachusetts, USA. By accessing our Website, both you and Sugarplum Lane agree that the statutes and laws of the State of Massachusetts, without regard to conflict of laws, will apply to all matters relating to use of our website. These Terms and Conditions and your use of this Website will be governed by and construed in accordance with the laws of the State of Massachusetts, applicable to agreements made and to be entirely performed within the State of Massachusetts, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms and Conditions shall be filed only in the state and federal courts located in Essex County, Massachusetts and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of your use of this Website, any purchase from this Website, or these Terms and Conditions.

Modification and Notice

You agree that Sugarplum Lane may modify these Terms and Conditions and any other policies on our Website at any time and that posting the modified Terms and Conditions or policies on our Website will constitute sufficient notice of such modification.

Termination

Notwithstanding any of these Terms and Conditions, Sugarplum Lane reserves the right, without notice and in its sole discretion, to terminate your license to use this Website, and to block or prevent your future access to and use of the Website.

Severability

If any provision of these Terms and Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.

Questions & Contact Information

If you have questions, please contact one of our Representatives at customerservice@sugarplumlane.com or call 800.617.9750. Terms and Conditions updated on February 5th, 2011.

Sugarplum Lane Privacy Policy

Last updated January 8, 2011

Your privacy is important to us and we thank you for visiting sugarplumlane.com. We are committed to respecting and protecting your privacy. The information below is designed to inform you of what information we collect, explains how we use and protect your information and why we collect such information. This Privacy Policy is included in our **Terms and Conditions** contract.

When submitting your personal information to us, you give us your consent to use, collect, and disclosure your information as set forth in this Privacy Policy. If you have any questions or comments regarding this Privacy Policy and our privacy procedures, please contact us at customerservice@sugarplumlane.com or by telephone.

Sugarplum Lane updates this Privacy Policy periodically. We encourage you to check back for updates or additions to this Privacy Policy each time you visit our Website. When we make revisions or changes we revise the "last updated" date on this page. By using this Website you consent to this Privacy Policy, including any changes or updates.

Collection and Use of Information

Sugarplum Lane may store personal information (oral or written) that you provide to us through however you provide such information (through the Sugarplum Lane Website, over the telephone, via e-mail, etc.). Personal information is any information that may be used to identify an individual, including, but not limited to, first and last name, physical or billing address or email address as well as any information associated with the former. In addition to your contact information, we may collect information about your purchases, gender, billing address, shipping address, birthdays, occupation, marital status, interests, phone number or other contact information, and credit card information.

Use of Your Personal Information

When you become a member of Sugarplum Lane, we ask you for your personal information, including your name, address, date of birth of your daughter, and your email address. We may ask you to highlight dates that are important in your daughter's life.

Sugarplum Lane uses this information to fulfill our commitments to you by reminding you of important occasions and providing you with the benefits and services that your Sugarplum Lane membership entitles you to. When you enter your personal information and submit it to Sugarplum Lane, you consent to granting Sugarplum Lane use of this personal information for the stated purpose. We may collect the following information:

- Billing information, transaction and credit card information (should you make a purchase with us),
- Account registration information: name, telephone number, postal address and email address,
- Records of your correspondences with us; and,
- Information regarding your personal interests, demographics, and experiences with our products.

We may use the information we collect about you to:

- Confirm and track your order,
- Respond to your questions and requests,
- Make possible your purchases and provide the services you request,
- Contact you via telephone, email, or postal mail regarding your purchase and products and services that we believe may be of interest to you.
- Prevent and detect fraud or abuse,
- Enhance our service, Website, products, marketing and promotional efforts, and overall customer experience.

Sugarplum Lane will delete this information at your request as you are entitled to request this information from Sugarplum Lane at any time.

Send this Product to a Dad/Mom you Know feature. Using the Sugarplum Lane form/button, you can refer a Dad/Mom to the Sugarplum Lane Website or send them product information. You and your friend's (Dads/Moms you know) names and e-mail addresses are asked for to make certain that your friend will know that you have requested that Sugarplum Lane send them an e-mail.

Information storage

Sugarplum Lane is committed to protecting your personal information that you share with us and uses a number of safety measures to guard your personal information from unauthorized use. When we transfer sensitive personal information (for example, credit card information) over the Internet, we protect it using Secure Sockets Layer (SSL) encryption technology. While we strive to take safety precautions with your personal information once we receive it, no transmission of data over the Internet or any other public network can be guaranteed 100% secure, and Sugarplum Lane cannot warrant or guarantee the security of any information you disclose or transmit to us. Sugarplum Lane does not accept responsibility for the accuracy of the information you submit.

What do we do with the information we collect?

Sugarplum Lane will not disclose your personal information, including your email address, to anyone except for our trusted partners.

Fraud Protection and Compliance with the Law: We may, and you authorize us to use and reveal any information, including personal information: (1) we deem essential, in our sole discretion, to comply with any applicable law, legal process, regulation, or governmental request; (2) in order to investigate, prevent or take action concerning suspected fraud, illegal activities, circumstances involving potential threats to the physical safety of any personal or as otherwise required by law; (3) to other companies and organizations for credit fraud protection and risk reduction; and (4) to enforce any agreement we have with you.

Third Party Service Providers: We use trusted third-party service providers to perform certain services on our behalf, including: payment processing, shipping, data storage/management, webhosting, web analytics, assembly, fulfillment, email marketing, mailing, emailing, etc. These service providers are not authorized to use any personal information for any other purpose(s) other than the purpose(s) set forth by Sugarplum Lane. These service providers only receive personal information if such information is needed to perform their function(s).

Marketing Events: If you choose to participate in a special event (for example, a promotion, contest, or event), Sugarplum Lane may share your personal information with those organizations assisting in the applicable event. Unless we tell you otherwise in connection with a special event, these third parties do not use your information for any other purpose other than to administer the event.

Other Uses of Your Information

When you visit our Website, your IP address may be used in combination with your personal information to customize your shopping experience, prevent fraud or abuse, enhance our website, customer service, products,

and marketing efforts, and to understand your patterns, preferences, and interests. Sugarplum Lane collects your IP address to, track traffic patterns, analyze trends, and track the date and duration of each session within our Website. We may allow third parties to use cookies, web beacons and other monitoring technologies to gather information about the use of the Website or interaction on the Website. "Cookies" are small pieces of information that are stored by your browser on your computer's hard drive to collect information about your activities on our website. You are always free to reject cookies if your browser allows; although, by declining the use of cookies you may not be able to use certain features on the Website.

Links to other Third-Party Websites

Our Website may provide links to third-party Websites. These Websites are exterior Websites to Sugarplum Lane and are out of our control and not covered by this privacy policy. You are encouraged to review the privacy policies posted on these (and all) exterior Websites.

Children under the age of 13

Please visit the FTC's website at www.ftc.gov for tips on protecting children's privacy online. Sugarplum Lane does not or will not knowingly gather personal information from a child under the age of 13. If we discover we have collected personal information from a child under the age of 13, we will remove that data from our systems immediately.

Opt-In/Opt-Out, Your Choice

We want to stay in touch with you only if you want to stay in touch and hear from us. To opt out of receiving email correspondences that we send you, follow the unsubscribe instructions in any of our promotional emails; or email Customer Service at customerservice@sugarplumlane.com. To opt out of telephone promotions, please tell us to not call you when we call you or send us an email at customerservice@sugarplumlane.com. To opt out of postal mail promotions, please email Customer Service at customerservice@sugarplumlane.com. Opting out of communication with us does not affect our communications with you via telephone or email related to your orders with us. It also does not affect our use of your non-personally identifiable information.