

Terms and Conditions

Logo and Contact Details

Welcome to UniquePretzels.com (the Website). Unique Pretzel Bakery, Inc. (Unique ®) provides this Website's information and products subject to the following terms and conditions. By using this Website, you (the User) agree to these conditions. These Terms and Conditions should be read in conjunction with our Privacy Policy and Return Policy, which constitute a single agreement (Agreement). Please read them carefully.

1. Cookies

We sell pretzels, but we use Cookies! A cookie is a small digital file that asks your computer's permission to remain on your hard drive. It can save information about you to make our site more user-friendly. By using this Website, you consent to the capture of information about you, including but not limited to your IP address and preferences on our site.

However, you can also disable the operation of cookies on your web browser. Most browsers will accept the use of cookies automatically, but this can typically be adjusted in your settings. Please understand that disallowing our use of cookies may make your experience less user-friendly.

2. Do Not Track

We do follow the "Do Not Track" instructions of web browsers.

3. Copyright and Trademark Notice

All copyrights to this Website and its content are owned by Unique. Any copying of this Website or use of images or other content found hereon is strictly prohibited without prior written consent of Unique's Marketing Director. Utilization of "framing" or "pass-through" techniques to enclose or re-use any Trademark or branding of Unique, or of any information on this Website is prohibited. This prohibition applies also to meta tags, alt-tags and any other hidden text, tags or attributes which utilize Unique's name or trademarks without the express written consent of Unique.

Unique's products and mark are Registered Trademarks. A list of Unique's Registered Trademarks includes, but is not limited to Unique, Shells, What's in your mouth?, Splits, and other graphic logos and representations. In addition, Unique maintains intellectual property and international trade dress rights in the branding of its Website and in all of its products, even where such works are not registered with the USPTO. Any use of Unique's logo, branding or other marks found on this Website, or use of images or representations of its products are prohibited without prior written consent of Unique's Marketing Director.

4. Products

Product advertisements on this Website are an “invitation to treat.” This means that products offered on this site may change, prices may fluctuate, and the products may be available in limited amounts such that Unique Pretzels cannot fulfill all orders. In such an event, the User’s remedies are limited to the User’s choice of a full refund of the purchase price or a replacement product of equal value. Prices and varieties of products may change quickly and without notice. Prices may be incorrect, and the sales of products are governed by terms of sale, available upon written request.

5. Shipment Contracts

All purchases from Unique Pretzels are made pursuant to a shipment contract. This means that the risk of loss and title for our products pass to you upon our delivery to the carrier, or upon pickup at our physical location.

6. Registration and accounts

To use certain functions of our Website, you will need an account. You will need to provide certain personal information including your name and shipping address and, eventually, a payment method for any orders placed on such account. Each individual using this Website should create their own individual account. By creating an account, you acknowledge that you are at least 18 years of age. Unique’s products are only available to those 18 and older. Any minor wishing to use this Website must do so with the direct supervision of a parent or guardian.

No other person may use your account. You will be held responsible for all orders made with your account, and so it is your responsibility to keep your username and password secure and to restrict access to your account by any third party. You must notify Unique immediately of any misuse of your account by a third party, or any attempted hacking of your account of which you become aware so that Unique may protect you and other users to the degree it is able.

The existence of an account on this Website does not create or imply any ongoing contractual relationship between Unique and the User. Unique reserves the right to refuse service or to cancel or suspend your account for any or no reason. You may also delete your account at any time, and may contact Unique to have all your personal information deleted. However, notwithstanding anything else in this Agreement, Unique may retain your name and information in association with any past orders placed for accounting or other purposes.

7. Content License

In using this Website, you may view its content. However, you may not “strip,” copy or otherwise reproduce the content on this site without prior written permission of Unique. The content on this Website is provided free of charge, and free of all warranties of any kind. In submitting any type of content to this Website, including through posting to social media with any hashtags or other markings advertised to post content to this Website, you grant Unique a permanent, irrevocable license in the media or other content so posted for use at Unique’s discretion for promotion or other purposes.

8. Warranties on Information Disclaimed

Unique offers no warranties for information displayed on this Website. No warranties, express or implied, are offered for this Website or the content offered hereon. Unique reserves the right to discontinue or relocate the publication of this Website and any content hereon.

Furthermore, while Unique attempts to be as accurate as possible in describing our products, we do not warrant that product descriptions are accurate, complete, reliable, current or error-free. If the description of any of Unique's products is inaccurate, your sole remedy is to return it in unused condition for a refund of your purchase price.

You agree that you are making use of this Website at your own risk, and that any services and products are being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, we exclude all express or implied warranties including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

In addition, Unique, its officers, directors, agents, contractors and employees are not liable, and you agree not to hold any of the same responsible for any damages or losses of any kind, including loss of money, goodwill or reputation, profits, intangible losses, or any special, indirect, or consequential damages resulting directly or indirectly from:

- a. the content you provide (directly or indirectly) using this Website;
- b. your use of or your inability to use our Website;
- c. any delay or failure in our delivery of products ordered;
- d. viruses or other malicious software obtained by accessing or linking to our Website, or any glitches, bugs, errors, or inaccuracies of any kind in our Website or delivery of our products;
- e. loss of data submitted to or captured by this Website, or unintentional loss of such data to a third party;
- f. the content, actions, or inactions of third parties; or
- g. a suspension or other action taken with respect to your account as discussed in these Terms and Conditions.

9. Third Party Websites and Plugins

Links to third party Websites are not recommendations or endorsements, nor does Unique warranty the trustworthiness or safety of any third-party site. Unique maintains no control and accepts no liability regarding content on any third-party site, including but not limited to the social media sites or profiles linked to on this Website.

10. This Agreement is Subject to Change

This Agreement is subject to change to comply with new regulations and laws. Changes to this Agreement will show a revised date on the last page of this document. By written inquiry, you may obtain copies of this agreement that were in effect at various dates.

11. Entire Agreement

This Agreement is a “fully integrated agreement”—that is, these documents contain the entire agreement between you, the User, and Unique. This Agreement may not be modified by oral statements of Unique or the User, and any written statement on the Website that contradicts this Agreement is non-binding, and shall not alter this Agreement.

12. Communications

By using this Website, you agree to receive emails, text messages and other communications from Unique as necessary to fulfill orders or provide other services to you. Unique accepts no responsibility for failure or delay in delivery resulting from your failure to provide accurate information on where to reach you online or at a physical address.

13. Choice of Law, Venue

Unique is based in “Pretzel City”—Reading, Pennsylvania. Accordingly, any dispute arising out of your interaction with Unique on this Website will be adjudicated in Berks County, Pennsylvania, and the law of Pennsylvania will be applied in the interpretation of this contract. By using this Website, you agree to submit to Personal Jurisdiction and Venue in Berks County, Pennsylvania.

14. All Other Rights Reserved by Unique

All rights not expressly granted to you in these Terms and Conditions are reserved and retained by Unique.

15. Our Address

Any questions about these Terms and Conditions or this Agreement should be directed to [Cornerstone Law Firm](#). For other inquiries, our address is:

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