

## **Welcome to KW Collards' Terms of Use!**

We are excited to have you as a customer and we thank you for using our website to order KW Collards products.

Below we have listed important legal terms that apply to anyone who visits our website or uses our website to order products. These terms are necessary in order to protect both you and us and to make our services possible and more enjoyable for everyone.

The KW Collards Terms constitute a binding and enforceable legal contract between KW Collards, LLC and its affiliated companies and subsidiaries worldwide and you in relation to the use of any KW Collards services, including brands, content or website (referred to from this point forward collectively as "the KW Collards Services," or "services."

You may visit and/or use the KW Collards website only if you fully agree to these Terms - and by using and/or registering to any of the KW Collards' Services, you signify and affirm your informed consent to these Terms of Use and any other KW Collards Terms applicable to your use of any of our services. If you do not read, fully understand and agree to these Terms, you must immediately leave the KW Collards Website and avoid or discontinue all use of the KW Collards Services.

By using our services, you acknowledge that you have read our Privacy Policy available on our website.

This website is owned and operated by KW Collards on the Wix.com Ltd. platform. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website provides visitors a way to order, pay for and receive via shipment our products online. By accessing or using the website of our services, you approve that you have read, understood, and agree to be bound by these Terms.

You agree and undertake not to:

copy, modify, create derivative works of, download, adapt, reverse engineer, emulate, migrate to another service, translate, compile, decompile or disassemble the KW Collards website, the KW Collards Services (or any part thereof), any content offered by KW Collards and/or any part thereof in any way, or publicly display, perform, transmit or distribute any of the foregoing without KW Collards' prior written and specific consent;

submit or transmit or display any content in a context which may be deemed as defamatory, libelous, obscene, harassing, threatening, incendiary, abusive, racist, offensive, deceptive or fraudulent, encouraging criminal or harmful conduct, or which otherwise violates the rights of KW Collards and our services or otherwise shows any person, entity or brand associated with us in a bad or disparaging light; use any illegal action to collect login data and/or passwords for other websites, third parties, software or services;

phish, collect, upload, or otherwise make available KW Collards Services information or other data; upload, insert, collect or otherwise make available within or using the KW Collards website, any malicious, unlawful, defamatory or obscene content;

publish and/or make any use of the KW Collards Services on any website, media, network or system, and/or frame, "deep link", "page scrape", mirror and/or create a browser or border environment around any of the KW Collards Services;

use any "robot", "spider" or other automatic device, program, script, algorithm, or methodology, or any

similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the KW Collards Services or its data, or in any way reproduce or circumvent the navigational structure or presentation of any of the KW Collards Services to obtain or attempt to obtain any materials, documents, services or information through any means not purposely made available;

act in a manner which might be perceived as damaging to KW Collards' and its service's reputation and goodwill or which may bring KW Collards and/or its services into disrepute or harm;

purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use KW Collards and/or variations and misspellings thereof;

impersonate any person or entity or provide false information on the KW Collards website, whether directly or indirectly, or otherwise perform any manipulation in order to disguise your identity or the origin of any message or transmittal you send to KW Collards;

falsely state or otherwise misrepresent your affiliation with any person or entity, or falsely express or imply that KW Collards and/or its services endorses you, your user platform, your business, your user products, or any statement you make;

reverse look-up, trace, or seek to trace another User of KW Collards Services, or otherwise interfere with or violate any other User's right to privacy or other rights, or harvest or collect personally identifiable information about visitors or users of the KW Collards Services;

disable, circumvent, bypass or otherwise avoid any measures used to prevent or restrict access to the KW Collards services, User Platform, the account of another User(s), or any other systems or networks connected to the KW Collards Services, by hacking, password mining, or other illegitimate or prohibited means;

probe, scan, or test the vulnerability of the KW Collards Services or any network connected to the KW Collards Services;

upload to the KW Collards Services or platforms or otherwise use them to design, develop, distribute and/or otherwise transmit or execute, any virus, worm, Trojan Horse, time bomb, web bug, spyware, malware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;

take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the KW Collards Services or KW Collards' systems or networks connected to the KW Collards Services, or otherwise interfere with or disrupt the operation of any of the KW Collards Services, or the servers or networks that host them or make them available, or disobey any requirements, procedures, policies, or regulations of such servers or networks;

use any of the KW Collards Services in connection with any form of spam, unsolicited mail, fraud, scam, phishing, "chain letters", "pyramid schemes" or similar conduct, or otherwise engage in unethical marketing or advertising;

access to KW Collards Services, through any means or technology (e.g. scraping and crawling);

sell, license, or exploit for any commercial purposes any use of or access to the KW Collards Services;

remove or alter any copyright notices, watermarks, restrictions and signs indicating proprietary rights of any of our licensors, including copyright mark [©], or trademarks [® or ™] contained in or accompanying the KW Collards Services; or violate, attempt to violate, or otherwise fail to comply with any of the KW Collards Terms or any laws or requirements applicable to your use of the KW Collards Services;

access or use the KW Collards Services for benchmarking or similar competitive analysis purposes or in order to build a competitive product or service.

If you provide us with any suggestions, comments or other feedback relating to the KW Collards Services (whether existing, suggested or contemplated), which is or may be subject to any Intellectual

Property rights, such feedback shall be exclusively owned by KW Collards. By providing such feedback to KW Collards, you acknowledge and agree that it may be used by KW Collards in order to further develop, customize and improve of the KW Collards Services, provide ongoing assistance and technical support, contact you with general or personalized KW Collards-related notices and/or interview requests based on your feedback or otherwise, facilitate, sponsor and offer certain promotions, and monitor performance, create aggregated statistical data and other aggregated and/or inferred information, which KW Collards may use to provide and improve its services, enhance KW Collards data security and fraud prevention capabilities, and comply with any applicable laws and regulations. In addition, you represent and warrant that such feedback is accurate, complete, and does not infringe on any third party rights; irrevocably assign to KW Collards any right, title and interest you may have in such feedback, and explicitly and irrevocably waive any and all claims relating to any past, present or future moral rights, artists' rights, or any other similar rights worldwide in or to such feedback.

To the fullest extent permitted by law in each applicable jurisdiction, KW Collards, its officers, directors, shareholders, employees, affiliates and/or agents shall not be liable to you for any direct, indirect, incidental, special, punitive, exemplary or consequential damages whatsoever, including any damages resulting from errors, mistakes, or inaccuracies of or in any content; any personal injury or property damage related to your use of the KW Collards Services; any unauthorized access to or use of our servers and/or any personal information and/or other information stored therein; any interruption or cessation of transmission to or from the KW Collards Services; the use or display of any content or user content posted, emailed, transmitted, or otherwise made available via the KW Collards Services; events beyond the reasonable control of Wix, including any internet failures, equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, earthquakes, explosions, acts of God, war, terrorism, intergalactic struggles, governmental actions, orders of courts, agencies or tribunals or non-performance of third parties; and/or loss of use, data, profits, goodwill, or other intangible losses, resulting from the use or the inability to use any or all of KW Collards Services.

You acknowledge and agree that these limitations of liability are agreed allocations of risk constituting in part the consideration for KW Collard's services to you, and such limitations will apply even if KW Collards has been advised of the possibility of such liabilities.

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You agree to defend, indemnify and hold harmless KW Collards, its officers, directors, shareholders, employees, affiliates and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including attorneys' fees) arising from: your violation of any term of these Terms of Use or any other KW Collards Terms; your violation of any third party right, including any copyright, access rights, property, or privacy right, resulting from your use of the KW Collards Services, including, without limitation, KW Collards Services' actions for your benefit; and/or any other type of claim that your use caused damage to a third party.

KW Collards reserves the right to change, suspend or terminate any of the KW Collards Services (or any features thereof, or prices of products applicable thereto), and/or cancel access to any of the KW Collards Services for any reason and/or change any of the KW Collards Terms with or without prior notice - at any time and in any manner.

You agree that KW Collards will not be liable to you or to any third party for any modification, suspension or discontinuance of those KW Collards Services.

The KW Collards Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the KW Collards Services, their interpretation, or the breach, termination or validity thereof, the relationships which result from or pursuant to the KW Collards Terms, or any related transaction or purchase, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the State of Ohio.

Any and 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 Franklin County, Ohio.

Subject to any applicable law, all disputes between you and KW Collards shall only be resolved on an individual basis and you shall not have the right to bring any claim against KW Collards as a plaintiff or a member of a class, consolidated or representative actions (or any other legal proceedings conducted by a group or by representatives on behalf of others).

We may provide you with notices in any of the following methods: via the KW Collards Services, including by a banner or pop-up within the KW Collards Website, User Account or elsewhere; by e-mail, sent to the e-mail address you provided us; and/or through any other means, including any phone number or physical address you provided us.

The KW Collards Terms, and your use of the KW Collards Services, do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between KW Collards and you.

These Terms of Use, together with the KW Collards Terms and any other legal or fee notices provided to you by KW Collards, shall constitute the entire agreement between you and KW Collards concerning the subject matter hereof or thereof, and supersede any and all prior or contemporaneous agreements, understandings, promises, conditions, negotiations, covenants or representations, whether written or oral, between KW Collards and you, including those made by or between any of our respective representatives, with respect to any of the KW Collards Services. You further agree that you are not relying upon any promise, inducement, representation, statement, disclosure or duty of disclosure of KW Collards in entering into any of the KW Collards Terms.

If any provision of the KW Collards Terms is deemed by a court of competent jurisdiction to be invalid, unlawful, void, or for any reason unenforceable, then such provision shall be deemed severable and will not affect the validity and enforceability of the remaining provisions. No Waiver of any breach or default of any of the KW Collards Terms shall be deemed to be a waiver of any preceding or subsequent breach or default.

To get in touch with our Customer Service - please use any of the options listed below:

Send an email message to: [info@kwcollards.com](mailto:info@kwcollards.com)

Phone us at: 888.382.2708

Write to us at: KW Collards, PO Box 49776, Charlotte, NC 28277