

## **Terms of Service**

By using this website (the "Site"), you ("you", or the "End User") agree to the terms and conditions that GetKnit, LLC. (the "Company") has provided. If you do not wish to agree to these terms and conditions (the "Terms of Service" or "Agreement"), please refrain from using the Site.

The Site provides an interactive online service operated by the Company on the World Wide Web of the Internet (the "Web"), consisting of information services, content and transaction capabilities facilitated through the Company, affiliates of the Company, or merchants ("Merchants") offering goods and services for sale ("Products").

This Agreement sets forth the terms and conditions that apply to the use of this Site by the End User. By using this Site (other than to read this Agreement for the first time), the End User agrees to comply with all of the terms and conditions hereof.

### **1. Release of General Liability and Activity Release**

#### **READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS**

In exchange for participation in the activities advertised on, and purchased through the Site, which are organized by the Company, and/or in exchange for use of the property, facilities and services provided through purchase on the Site, vended by the Company and Merchants,

I agree for myself and (if applicable) for the members of my family, to the following:

1.1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by GetKnit, LLC, the Merchant(s), or the employees, representatives or agents of GetKnit, LLC and/or the Merchant(s).

1.2 I recognize that there are certain inherent risks associated with the events/activities offered, and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge GetKnit, LLC and the Merchant(s) for injury, loss or damage arising out of my or my family's use of or presence upon the facilities, whether caused by the fault of myself, my family, GetKnit, LLC, the Merchant(s), or other third parties.

1.3. I agree to indemnify and defend GetKnit, LLC against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of, or presence upon the facilities.

1.4. I agree to pay for all damages to the facilities caused by my or my family's negligent, reckless, or willful actions.

1.5. Any legal or equitable claim that may arise from participation in the activities shall be resolved under Minnesota law.

For the consideration of using the Site to purchase Products, the receipt and sufficiency of which is hereby acknowledged, I do hereby release and forever discharge GetKnit, LLC, their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which I now have or may hereafter have, arising out of or in any way relating to any and all injuries and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way relating to the activities and events purchased as Products on the Site.

This Release shall be binding upon the End User, and his or her respective heirs, executors, administrators, personal representatives, successors and assigns. This Release shall be subject to and governed by the laws of the State of Minnesota.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY ACCEPTING THESE TERMS, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS**

## **2. Non Transferability, Access Protection, Service Interruption, Site Changes**

The right to use this Site is personal to the End User and is not transferable to any other person or entity. The End User shall be responsible for protecting the confidentiality of the End User's password(s), if any. The End User acknowledges that, although the Internet is often a secure environment, sometimes there are interruptions in service or events that are beyond the control of the Company and the Company shall not be responsible for any data lost while transmitting information on the Internet. While it is the Company's objective is to make the Site accessible 24 hours per day, 7 days per week, the Site may be unavailable from time to time for any reason including, without limitation, routine maintenance. The End User understands and acknowledges that due to circumstances both within and outside of the control of the Company, access to the Site may be interrupted, suspended or terminated from time to time.

The Company shall have the right at any time to change or discontinue any aspect or feature of the Site, including, but not limited to, content, hours of availability and equipment needed for access or use. Further, the Company may discontinue disseminating any portion of information or category of information, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics.

## **3. Affirmation of Legal Age and Ability to Engage in Contracts**

By using this Site the End User represent that the End User is of legal age and sound mind, having full ability to form binding contract(s). The End User must be at least 18 years old to be eligible to use the Site.

## **4. Modification of Terms of Service**

The Company reserves the right at all times to discontinue or modify any of the Company's Terms of Service as it deems necessary or desirable. Such changes may include, among other things, the adding of certain fees or charges. If the Company makes any substantial changes, the Company will notify the End User by sending the End User an e-mail to the e-mail address that is registered with the End User account or by posting notice of the change on the Site. Any changes to these Terms of Service will be effective upon the earlier of the Company's dispatch of an e-mail notice to the End User or the Company's posting of notice of the changes on the Company's Site, provided that these changes will not apply to contacts which are formed with full acceptance prior to the effective date of such changes. These changes will be effective immediately for new users of the Company's Site and any contracts engaged in by such new users. We suggest to the End User, therefore, that the End User re-read this important notice containing the Company's Terms of Service from time to time in order that the End User stay informed as to any such changes. Any use of the Site by End User after such notice shall be deemed to constitute acceptance by End User of such modifications.

## **5. No Liability for End User Equipment**

The End User shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of this Site and all charges related thereto. The Company shall not be liable for any damages to the End User's equipment resulting from the use of this Site under any circumstances and use of the Site constitutes a waiver of any claims or grievances by the End user related to the above.

## **6. No Agency.**

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

## **7. End User Conduct.**

This Site and any individual sites or merchant-specific, city-specific, or state-specific sites now or hereinafter contained within or otherwise available through external hyperlinks with the Company's Site (the "Affiliated Sites") are private property. All interactions on this Site and/or the Affiliated Sites must comply with these Terms of Service. Although the Company welcomes and encourages user interaction on the Company's Site, the Company does insist and require that all end users restrict any and all activity in connection with the use of this Site and the Affiliated Sites to that which involves lawful purposes only. The End User shall not post or transmit through this Site any material which violates or infringes in any way upon the rights of others, or any material which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without the Company's express prior, written approval, contains advertising or any solicitation with respect to products or services. Any conduct by the End User that in the Company's exclusive discretion restricts or inhibits any other End User from using or enjoying this Site and/or any of the Affiliated Sites is strictly prohibited. The End User shall not use this Site or any of the Affiliated Sites to advertise or perform any commercial, religious, political or non-commercial solicitation, including, but not limited to, the solicitation of users of this Site and/or the Affiliated Sites to become users of other on- or offline services directly or indirectly competitive or potentially competitive with the Company.

## **8. Intellectual Property**

Everything located on or in this Site, including the Affiliated Sites, is the exclusive property of the Company or used with express permission of the copyright and/or trademark owner.

**ANY COPYING, DISTRIBUTING, TRANSMITTING, POSTING, LINKING, DEEP LINKING, OR OTHERWISE MODIFYING OF THIS SITE OR ANY OF THE MICROSITES WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE COMPANY IS STRICTLY PROHIBITED.**

Any violation of this policy may result in a copyright, trademark or other intellectual property right infringement that may subject the End User to civil and/or criminal penalties.

This Site and any Affiliated Sites contain copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of the Site are protected by copyright as a collective work under the United States copyright laws. The Company owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. The End User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part. The End User may download, print, and/or save copyrighted material for the End User's personal use only. Except as otherwise expressly stated under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material without the express permission of the Company or the copyright owner is permitted. If copying, redistribution or publication of copyrighted material is permitted, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. The End User acknowledges that he/she/it does not acquire any ownership rights by downloading copyrighted material. Trademarks that are located within or on the Site or an Affiliated Site otherwise owned or operated in conjunction with the Company shall not be deemed to be in the public domain but rather the exclusive property of the Company, unless such site is under license from the Trademark owner thereof, in which case such license is for the exclusive benefit and use of the Company unless otherwise stated.

End User shall not upload, post or otherwise make available on this Site any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right. The Company does not have any express burden or responsibility to provide the End User with indications, markings or anything else that may aid the End User in determining whether the material in question is copyrighted or trademarked. The End User shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights or any other harm resulting from such a submission. By submitting material to any public area of this Site or any Affiliated Site, the End User warrants that the owner of such material has expressly granted the Company the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. The End User also permits any other end user to access, view, store or reproduce the material for that End User's personal use. The End User hereby grants the Company the right to edit, copy, publish and distribute any material made available on this Site or any Affiliated Site by the End User.

The Company reserves the right to terminate its agreement with any End User who repeatedly infringes third-party copyright rights upon prompt notification to the Company by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if the End User believe that a copyrighted work has been copied and posted via the Site or any Affiliated Site in a way that constitutes copyright infringement, the End User shall provide the Company with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work; (b) an identification and location on the Site or any Affiliated Site of the copyrighted work that the End User claim has been infringed; (c) a written statement by the End User that the End User has a good faith belief that the disputed use is not authorized by the owner, its agent, or the law; (d) the End User's name and contact information, such as telephone number or e-mail address; and (e) a statement by the End User that the above information in the End User's notice is accurate and, under penalty of perjury, that the End User is the copyright owner or authorized to act on the copyright owner's behalf. Contact information for the Company's Copyright Agent for notice of claims of copyright infringement is as follows:

Ploen Law Firm, PC  
Fifth Street Towers  
110 South Fifth Street, Suite 1900  
Minneapolis, MN 55402-1267

## **9. Notices**

Except as explicitly stated otherwise, all legal notices shall be served upon the Company's Registered Agent in the State of Minnesota. Notice shall be made in writing, mailed first class.

## **10. Disclaimer of Warranties.**

**END USER EXPRESSLY AGREES THAT USE OF THIS SITE AND ANY AFFILIATED SITE IS AT END USER'S SOLE RISK. NEITHER THE COMPANY, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, MERCHANTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, WARRANT THAT USE OF THE SITE OR ANY AFFILIATED SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO (I) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THIS SITE, OR ANY AFFILIATED SITE, OR (II) THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE OR PRODUCTS PROVIDED THROUGH THIS SITE OR THE AFFILIATED SITES.**

THIS SITE AND THE AFFILIATED SITES ARE MADE ACCESSIBLE ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE COMPANY HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

### **11. Limitation of Liability.**

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. IN NO EVENT WILL THE COMPANY’S LIABILITY IN CONNECTION WITH ANY TRANSACTION EXCEED THE AMOUNT PAID FOR SUCH TRANSACTION, AND TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY END USER DURING THE SIX MONTHS PRECEDING THE BRINGING OF ANY CLAIM.

### **12. Monitoring.**

The Company shall have the right, but not the obligation, to monitor the content of the Site and any Affiliated Sites at all times, including any chat rooms and forums that may hereinafter be included as part of the Site, to determine compliance with this Agreement and any operating rules established by the Company, as well as to satisfy any applicable law, regulation or authorized government request. Without limiting the foregoing, the Company shall have the right, but not the obligation, to remove any material that the Company, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

### **13. Privacy.**

The End User acknowledges that all discussion for ratings, comments, bulletin board service, chat rooms and/or other message or communication facilities (collectively “Communities”) are public and not private communications, and that, therefore, others may read the End User’s communications without the End User’s knowledge. The Company does not control or endorse the content, messages or information found in any Community, and, therefore, the Company specifically disclaims any liability concerning the Communities and any actions resulting from the End Users’ participation in any Community, including any objectionable content. Generally, any communication which the End User posts to the Company (whether in chat rooms, discussion groups, message boards or otherwise) is considered to be non-confidential. If particular web pages permit the submission of communications that will be treated by the Company as confidential, that fact will be stated on those pages. By posting comments, messages or other information on the Site or any Affiliated Sites, the End User grants the Company the right to use such comments, messages or information for promotions, advertising, market research or any other lawful purpose without territorial, time or other limitation.

### **14. License Grant.**

By posting communications on or through this Site or any Affiliated Sites, the End User shall be deemed to have granted to the Company a royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display the communication alone or as part of other works in any form, media, or technology whether now known or hereafter developed without territorial or time limitations, and to sublicense such rights through multiple tiers of sub-licensees.

## **15. Indemnification/Release.**

End User agrees to defend, indemnify and hold harmless the Company, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of or related to any Products purchased by the End User in connection with the Site or any Affiliated Sites. The End User acknowledges that the use of this Site may constitute an offer, or acceptance of a valid offer, which may lead to a valid contract forming between the End User, the Company, and an Affiliate. The End User acknowledges that the Company does not and shall not act as agent for any other party to any transaction.

To the extent permitted under applicable laws, the End User hereby releases the Company from any and all claims or liability related to any Product or Service of a Merchant or Affiliate.

In connection with the foregoing release, End User hereby waives California Civil Code Section 1542 (and any similar provision in any other jurisdiction) which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

## **16. Termination.**

The Company may terminate this Agreement at any time. Without limiting the foregoing, the Company shall have the right to immediately terminate or suspend any passwords or accounts of the End User in the event of any conduct by the End User or which the Company, in its sole discretion, considers to be unacceptable, or in the event of any breach by the End User of this Agreement. Where allowed by law, the provisions of this Agreement will survive the termination of this Agreement.

## **17. Third-Party Content.**

The Company, similar to an Internet Service Provider, is a distributor (and not a publisher) of content supplied by third parties and End Users. Accordingly, the Company has no more editorial control over such content than does a public library, bookstore or newsstand. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, or any other end users are those of the respective author(s) or distributor(s) and not of the Company.

The Company neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, or statement made on the Company by anyone other than an authorized Company employee spokesperson while acting in official capacity. Under no circumstances will the Company be liable for any loss or damage caused by an End User's reliance on information obtained through the Company. It is the responsibility of the End User to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice, etc., or other content available through the Company.

Links to third-party websites maintained by other content providers are provided solely as a convenience to the End User and not as an endorsement by the Company of the contents on such third-party sites, and the Company hereby expressly disclaims any representations regarding the content or accuracy of materials on such third-party websites. If the End User decides to access linked third-party websites, the End User does so at its own risk. Unless the End User has executed a written agreement with the Company expressly permitting the End User to do so, the End User may not provide a hyperlink to the Site or any Affiliated Sites from any other website. The Company reserves the right to revoke its consent to any link at any time in its sole discretion.

## **18. Miscellaneous.**

This Agreement, and any operating rules for the Company established by the Company, constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by either party of any breach or default hereunder is a waiver of any preceding or subsequent breach or default. Section headings used herein are for convenience only and shall be of no legal force or effect. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in this Agreement, and the remaining portions of this Agreement shall continue in full force and effect. The failure of either party to exercise any of its rights under this Agreement shall not be deemed a waiver or forfeiture of such rights or any other rights provided hereunder.

## **19. Choice of Law and Forum.**

This agreement shall be construed according to the laws of the State of Minnesota, and venue shall be in Ramsey County, in the State of Minnesota.

## **20. Title in Products and Uniform Commercial Code Applicability.**

The Company does not transfer legal ownership or title of any goods from the seller to the buyer. The Uniform Commercial Code § 2-401(2) applies to the transfer of ownership between the buyer and the seller of goods, unless the buyer and the seller agree otherwise.