

TERMS AND CONDITIONS FOR ONLINE SALES

THE INFORMATION CONTAINED HEREIN SETS FORTH YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE TRANSACTION(S) CONTEMPLATED FOR HEREBY. THESE TERMS REQUIRE THE USE OF ARBITRATION (ON AN INDIVIDUAL BASIS ONLY; I.E., CASE CONSOLIDATIONS AND CLASS-ACTIONS ARE NOT PERMITTED) IN ORDER TO RESOLVE DISPUTES. PLEASE REVIEW THIS DOCUMENT IN ITS ENTIRETY BEFORE ENTERING INTO ANY TRANSACTION HEREUNDER IN ORDER TO CONFIRM YOUR ACCEPTANCE HEREOF. YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE UNLESS AND UNTIL YOU: (A) AGREE TO THESE TERMS AND CONDITIONS IN THEIR ENTIRETY; (B) ARE AT LEAST 18 YEARS OLD; AND (C) ARE NOT PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS, OR SERVICES BY ANY APPLICABLE LAW, RULE, OR REGULATION.

- 1. Applicability of Terms and Conditions.** These terms and conditions (these "Terms") shall apply to your purchase of products and related services through <https://www.katherineemeneth.com/> (the "Site"). These Terms are subject to change at any time without prior written notice by **Katherine Emeneth Creative, LLC** (referred to herein as either "Company," "we," "us," or "our"). The most recent version of these Terms shall be posted for your review at any time on the Site. Please review these Terms in their entirety prior to engaging in any transaction on the Site. Your continued use of the Site after any posting of updated Terms (which shall be dated as of their most recent update) shall constitute your acceptance of and agreement to any changes therein made.
- 2. Online Orders.** When placing an order on our Site, you are effectively offering to purchase whatever products and services you select. We reserve the right to accept or reject any order in our own discretion. We will only accept or reject an order in its entirety. Should we elect to accept your offer, you will receive a confirming email at the email address that you provide at such time. Notwithstanding, we reserve the right to cancel any order once accepted by us (as evidenced by a confirming email) at any time in our sole discretion. Additionally, you have the option of cancelling your order (in its entirety only) at any time prior to our having sent to you the confirming email referenced herein.
- 3. Payment Terms.** All applicable prices are set forth alongside the goods and services offered on the Site. They may differ from the prices offered elsewhere (online or offline) by us for the same goods and /or services. Such prices are subject to change at any time by us in our sole discretion. Additionally, to the extent that we offer a promotion in connection with any particular item, the terms of such offer shall be set forth in a separate document that shall govern its applicability (and, in the event of a conflict herewith, be considered the governing document). You will be responsible for the prices stated at the time of your transaction, as well as any: (i) sales, use, excise, and related taxes; and (ii) shipping and handling charges. Payment may only be made with a valid credit, debit card, or use of a bona-fide electronic payment provider (i.e., PayPal). By using any such card or payment provider, you are hereby representing

and warranting your full right and authority to make such purchase in the manner elected without violating any applicable law, rule, or regulation.

4. **Shipping Information.** It is our responsibility to ship and/or deliver your accepted order to you at the physical and/or e-mail address you provide when making the order. You will be responsible for all associated shipping & handling charges. While we agree to use reasonable efforts to meet the shipping and delivery dates provided online, we shall not be responsible for any delays in shipments and/or delivery.
5. **Returns.** Unless otherwise stated herein, digital downloads may not be returned and are non-refundable. If you, for any reason, are not satisfied with your order, please contact us.
6. **Privacy Policy and Website Terms of Use.** Please review our Privacy Policy and Website Terms of Use, which can be found at the following addresses respectively: www.katherineemeth.com/policy and www.katherineemeth.com/terms. The Privacy Policy governs our processing of all personal information that we may collect from any person through the use of our Site. The Website Terms of Use governs your use of our Site in general.
7. **Representations & Warranties (R&Ws); Disclaimers; Limitations on Liability.**
 - (a) **Buyer's R&Ws.** You represent and warrant to us as follows: (i) that you have the right to enter any transaction contemplated for hereby without violating these Terms, any applicable law, rule, or regulation, and/or any agreement with, or rights of, any third party; (ii) that you will use the goods and services provided hereunder exactly as authorized and never in any way that would violate any applicable law or third party right of any kind; and (iii) that you are buying goods or services from the Site for solely your own use, and not for resale or export.
 - (b) **Liability Cap.** UNDER NO CIRCUMSTANCES WILL COMPANY'S OBLIGATION OR LIABILITY UNDER THIS AGREEMENT EXCEED THE PURCHASE PRICE YOU PAID ON THE SITE FOR ANY GOODS OR SERVICES. ADDITIONALLY, UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY LOSS OF USE, DATA, BUSINESS, GOODWILL, REPUTATION, OR REVENUE, AND/OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR OTHER DIRECT OR INDIRECT LOSSES OF ANY KIND.
 - (c) **Intellectual Property License/Ownership.** You acknowledge and agree that all uses on the Site and in these Terms of the words "sell," "buy," "sale," "resale," "purchase," and the like refer to the purchase or sale of a license only. As such, all goods and services provided hereunder are offered solely for license, and not actually for sale to you or any third party. Your use, therefore, shall be subject at all times to the terms of the license agreement applicable to any such goods or services (including without limitation those terms that pertain to use restrictions, confidentiality obligations, copying, distribution, sublicensing, reverse engineering, and modifications). This Agreement shall be posted

alongside a description of the goods or services on the Site at all times. Additionally, you understand and acknowledge that **Katherine Emeneth Creative, LLC** (and/or its third-party licensor(s), as applicable) will remain the sole and exclusive owner of all intellectual property rights incorporated in any such goods or services (and any related documentation, instructions, or other materials provided therewith), subject to your limited license to exploit the goods or services pursuant to the terms hereof and the applicable license agreement(s). For clarification, you will not acquire ownership rights in and to the intellectual property rights incorporated in any purchased goods or services.

8. **Third-Party Beneficiaries.** These Terms are for your sole benefit and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
9. **Force Majeure.** Company shall not be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, strikes, floods, lockouts, fires, acts of God, terrorism, pandemic, epidemics, and/or delivery, vendor, supplier, or other third party delays, non-performance, or failures of any kind.
10. **Assignment.** Company may assign or otherwise transfer any or all of its rights or obligations hereunder, in whole or in part, to any third party in its sole discretion. You may not assign any of your rights or delegate any of your duties hereunder at any time without our prior written consent in each instance, and any attempt to do so shall be null and void.
11. **Partial Invalidity.** In the event that any part or portion of these Terms is deemed to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
12. **Governing Law/Binding Arbitration.**
 - (a) **Governing Law.** These Terms shall be governed by the laws of the State of Georgia without regard to its conflict of laws principles.
 - (b) **Binding Arbitration.** Subject to subsection (c) below and all applicable laws, you are agreeing to give up: (i) your right to litigate any claims that may arise hereunder in court or before a jury; and (ii) your right to consolidate any claim and/or participate in any class-action claim that may arise hereunder in any manner or forum. Instead, any claim, dispute, or controversy of any kind or nature arising hereunder which cannot be amicably resolved by us shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of one (or) three arbitrators sitting in Gwinnett County, Georgia. The language of the arbitration shall be English. The arbitrators will be bound to

adjudicate all disputes in accordance with the laws of the State of Georgia. The decision of the arbitrator(s) shall be in writing with written findings of fact and shall be final and binding on the parties. Company shall bear all of its own costs, as well as your reasonable outside attorneys' fees, actually incurred in connection with any such arbitration proceedings; provided, however, that if we are the prevailing party, we shall be entitled to reimbursement for those amounts that were expended on your behalf. With respect to any arbitration hereunder, as stated above, you hereby expressly waive any right to consolidate any claim and/or participate in any class-action claim of any kind or nature. This Section (13) provides your sole recourse for the settlement of any disputes arising out of, in connection with, or related to these Terms. If any provision of this clause is found unenforceable, such unenforceable provision will be removed and the remaining terms will be enforced.

- (c) **Small-Claims Option.** Notwithstanding the foregoing, you may elect to pursue a breach of warranty claim in small-claims court rather than submit to binding arbitration, but only if you provide us with written notice of your desire to do so within 30 days of your purchase transaction. Any small-claims court proceeding initiated hereunder will be limited solely to your individual dispute; i.e., you are not permitted to file, or participate in, a class action suit in small-claims court with respect to these Terms.

13. No Waivers. Our failure to enforce any of our rights hereunder will not constitute a waiver of our right to make such enforcement in the future, subject to applicable law.

14. Notices. We may provide notices hereunder to you by: (i) email; (ii) regular mail; or (iii) posting them on the Site. You shall be responsible for ensuring that you have provided us with your current email and mailing addresses. You can contact us at any time by any of the following means: (i) e-mail, at: hello@katherineemeneth.com; or (ii) personal delivery, overnight courier, or registered or certified mail to: United Agent Services LLC, 541 10th St NW #380, Atlanta, GA, 30318, USA.

15. Entire Agreement. These Terms, along with the confirmation email referenced in Section (2) above, any instructions that we provide you with relating to any product or service you obtain from us through the Site (including without limitation any license agreement), any terms and conditions that may be provided in connection with any promotion or other sale, and our Site's 'Terms of Use' and 'Privacy Policy,' shall, collectively, be deemed a final and integrated agreement between you and us with respect to the subject matter hereof.