TERMS AND CONDITIONS OF SERVICE

Brooknit Bonneterie LLC | 195 Plymouth St, Brooklyn, NY 11201 | United States of America

1. OVERVIEW

This website is operated by Brooknit Bonneterie LLC. Throughout the site, the terms "we," "us," and "our" refer to Brooknit Bonneterie LLC. Brooknit Bonneterie LLC offers this website, including all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated herein.

By visiting our site and/or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service," "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all site users, including, without limitation, users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. You agree to be bound by these Terms of Service by accessing or using any part of the site. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website after posting any changes constitutes acceptance of those changes.

2. ONLINE STORE AND SERVICES TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence or that you are the age of majority in your state or province of residence, and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products, services, or programs for any illegal or unauthorized purpose, nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to intellectual property, trademark, and copyright laws and regulations).

You must not transmit any worms, viruses, or code of a destructive or damaging nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

3. GENERAL CONDITIONS

We own or license all content on the website from third parties and are available as part of the Services (the "Site Content"). All Site Content remains our sole property and is protected under all relevant copyright, trademark, and other applicable laws. Nothing on the website on the Services should be construed as granting any license or rights to use or distribute any Site Content without our express written agreement.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or product resulting from the use of the Service, or access to the Service or any contact on the website through which the service is provided, without our express written permission.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

4. ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

We are not responsible if the information made available on this site is not accurate, complete, or current. The material on this site is provided for general information only. It should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, complete, or more timely sources of information, including personalized guidance from healthcare providers. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

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5. MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products or services are subject to change without notice.

We reserve the right to modify or discontinue the Service (or any part or content thereof).

We shall not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Service.

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6. PRODUCTS OR SERVICES

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right but are not obligated to limit the sales of our products or Services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of products or services we offer. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations or that any errors in the Service will be corrected.

Note: descriptions of product and program benefits on this site are based on the experiences of our clients and users and reflect individual results, which may vary.

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7. ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. In our sole discretion, we may limit or cancel quantities purchased per person, household, or charge. These restrictions may include orders placed by or under the same customer account, credit card, and/or orders using the same billing and shipping address. If we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. In our sole judgment, we reserve the right to limit or prohibit orders that appear to be placed by dealers, resellers, or distributors.

You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to update your account and other information promptly.

All information and data you share with us on the website or any other forms of correspondence are subject to the agreement managed under our Privacy Policy.

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8. OPTIONAL TOOLS

We may provide you with access to third-party tools that we neither monitor nor have any control or input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations, or conditions of any kind and endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion. You should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

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9. THIRD-PARTY LINKS

Certain content, products, and services available via our Service may include third-party materials.

Third-party links on this site may direct you to third-party websites not affiliated with us. We are not responsible for examining or evaluating the content or accuracy, and we do not warrant and will not have any liability or responsibility for any third-party materials or websites or any other materials, products, or services of third parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review the third-party's policies and practices carefully and ensure you understand them before engaging in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

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10. USER COMMENTS, FEEDBACK, AND OTHER SUBMISSIONS

If at our request, you send certain specific submissions (for example, contest entries) or without a request from us, you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence, (2) to pay compensation for any comments, or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any third party's rights, including copyright, trademark, privacy, personality, or other personal or proprietary rights. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material or any computer virus or other malware that could affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead third parties about the origin of any comments or us. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third party.

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11. ERRORS, INACCURACIES, AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information or cancel orders if any information in the Service or related website is inaccurate without prior notice (including after submitting your order).

We undertake no obligation to update, amend or clarify information in the Service or any related website, including pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or related website has been modified or

updated.

12. PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect, use, distribute or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any prohibited uses or for any other reason in our sole discretion.

13. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure, or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time, we may remove the service for indefinite periods or cancel the service at any time without notice.

You expressly agree that your use or inability to use the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided "as is" and "as available" for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Brooknit Bonneterie LLC, our directors, officers, members, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

14. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Brooknit Bonneterie LLC and our parent, subsidiaries, affiliates, partners, officers, directors, members, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference or your violation of any law or the rights of a third party.

15. SEVERABILITY

If any provision of these Terms of Service is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service; such determination shall not affect the validity and enforceability of any other remaining provisions.

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16. TERMINATION

The obligations and liabilities of the parties incurred before the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service by notifying us that you no longer wish to use our Services or when you cease using our site.

If in our sole judgment, you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice, and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

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17. ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or concerning The Service constitute the entire agreement and understanding between you and us. They govern your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any previous versions of the Terms of Service).

Any ambiguities in interpreting these Terms of Service shall not be construed against the drafting party.

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18. GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed by the laws of the State of New York, USA, without reference to conflict or choice of law principles. We control and operate the website and provide Services from the United States of America. You agree that jurisdiction and venue for any legal proceeding relating to the Services, website, or these Terms of Service shall be in appropriate courts in New York, USA. We do not warrant or imply that the website or the Services are suitable for use outside the United States. The information on this website concerning products or Services is applicable only in the United States, and these products or Services may not be available in all locations. If you are located outside the United States, you are solely responsible for compliance with applicable local laws. We are not responsible for any duties, fees, taxes, or other charges incurred due to international shipments of goods or otherwise.

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19. CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time on this page.

At our sole discretion, we reserve the right to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

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20. INQUIRIES

For any further inquiries, suggestions, feedback, or to report issues and errors, please write to us either through our online contact form or email us at julie@brooknit-bonneterie.com.

195 Plymouth St

Brooklyn, NY 11201

USA

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