

## **KING'S HARNESS TERMS OF WEBSITE USE**

### **The Terms of Use**

King's Harness, Inc. ("King's Harness") owns and operates this website. By using or accessing this website you acknowledge that you have read, understood and agreed to be bound by these terms and conditions ("Terms of Use"). If you do not agree to the Terms of Use, please do not use this website.

### **Ownership of Website and Content**

King's Harness owns the website and, unless otherwise indicated, owns or is licensed to use all content and other material appearing on the website. The material on this website is protected by copyright laws and may not be used without written permission by King's Harness. No trademark (whether registered or not) that is displayed on this website may be used in any way without the prior written permission of King's Harness or of the relevant trademark owner.

### **Security**

King's Harness cannot guarantee any data or program available for download on this website (or any linked website) is free of viruses or other spyware, and you agree that you assume the risk of any damage to your computer as a result of using this website.

### **Third Party Content**

This website contains information from or hyperlinks to websites operated by third parties. King's Harness provides such information and hyperlinks for your convenience only, but is not responsible for and does not endorse the content of any such information or website. Furthermore, when purchasing certain items through this website, you may be directed to a third party (supplier) website in which case you may be bound by the terms of use of that party's website, including its payment, cancellation, and returns policies. We assume no liability for the content of external links. The operators of the sites linked to and from this site are solely responsible for their contents. We cannot take any responsibility for the content, protection, or privacy guidelines of third-party websites.

### **Revisions**

King's Harness may revise these Terms of Use or the Terms of Purchase below at any time in its absolute discretion by posting revised terms, and these revisions will be effective immediately. If any of the terms are found to be unenforceable, you agree that the remainder of the Terms of Use and the Terms of Purchase remain in full force and effect.

### **Liability**

King's Harness provides this website and its contents on an "as is" basis, and makes no representation as to the accuracy, completeness, currency or reliability of the information

contained on this website. King's Harness will not be liable in contract, tort (including negligence) or otherwise to you for any direct, special, indirect or consequential loss or damage (including loss of profits or loss of data) arising out of or in connection with this website.

### **Your Privacy is Important**

We are committed to protecting the privacy of everyone who shops or interacts with us. King's Harness Privacy Policy is published on this website and sets out our commitment to you on privacy, including our use of "cookies".

### **Governing Law**

King's Harness operates this website from its offices within Chicago, Illinois. The laws of the State of Illinois govern these Terms of Use and the Purchase Terms below, and should any dispute or controversy arise between the parties hereto with reference to this Agreement, you agree to submit to the jurisdiction of the courts of Cook County, Illinois. You agree to be responsible for compliance with applicable local laws if you access this website outside Illinois or the United States.

### **Agreement to Arbitrate**

In the event of any dispute or claim relating to or arising out of your use of this Site, you agree that all such disputes be fully and finally resolved by binding arbitration conducted before a single neutral arbitrator pursuant to the rules for arbitration of contractual disputes by the American Arbitration Association (available at [www.adr.org](http://www.adr.org)) in Chicago, Illinois. The arbitrator shall permit adequate discovery and is empowered to award all remedies otherwise available in a court of competent jurisdiction and any judgment rendered by the arbitrator may be entered by any court of competent jurisdiction. The arbitrator shall issue an award in writing and state the essential findings and conclusions on which the award is based. Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction. Nothing herein shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending an outcome in arbitration. To the extent permitted by law, you agree that you will not bring, join or participate in any class action lawsuit as to any claim, dispute or controversy that you may have against Instant LLC and its employees, officers, directors, members, representatives and assigns. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the attorney's fees and court costs that King's Harness incurs in seeking such relief.

### **General Legal Terms**

You agree that the rights and obligations under this Agreement may not be transferred or assigned directly or indirectly without the prior written consent of King's Harness. Subject to the foregoing sentence, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

If any provision of these Terms of Use is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect. The parties agree to renegotiate in good faith any term held invalid and to be bound by the mutually agreed substitute provision.

The prevailing party in any legal action brought by one party against the other and arising out of these Terms of Use shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorney's fees.

King's Harness is the owner or licensee of all intellectual property rights on the King's Harness website and the material published therein. Any reproduction of the works protected by copyright, trademark, or patent laws is strictly prohibited.

These Terms and Conditions govern your use of this Site and constitute the entire agreement between you and King's Harness. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and King's Harness regarding the subject matter contained in these Terms and Conditions.

You agree to indemnify, defend and hold King's Harness its officers, directors, predecessors, shareholders, successors in interest, employees, agents, subsidiaries, and affiliates, harmless from any claims for damages, loss, liability, or expenses (including reasonable attorneys' fees) made against King's Harness by any party due to, arising out of, or in connection with your use of this Site and/or your violation of any rights of another individual and/or entity through misuse of King's Harness or otherwise.

## **TERMS OF PRODUCT PURCHASE**

### **The Agreement**

In addition to the Terms of Use, these terms and conditions ("the Purchase Terms") set out the additional terms and conditions under which you may purchase from King's Harness products appearing on this website. By completing the customer application process and purchasing products from this website, an agreement exists between you and King's Harness once King's Harness accepts an order. Each accepted order is a separate agreement.

## **Customer Application**

You must complete the customer application process before placing any orders. You warrant that all information and data provided by you is accurate, complete and up to date. You will promptly notify King's Harness if there is any change to this information or data. You must take responsibility for the safekeeping of your username and password, as you are liable if an unauthorized person uses your username and password.

## **Orders**

You place an order with King's Harness by selecting products and pressing the "purchase now" button on the checkout page. King's Harness reserves the right to accept or reject an order for any reason including without limitation, unavailability of product; an error in the price, image or the product description; or error in your order. Orders are deemed received by King's Harness at the time of successful transmission of the order, and you will thereafter be unable to cancel the order. Orders are deemed accepted by King's Harness upon King's Harness acknowledging such order or failing to reject such order within 14 days. Orders outside of the United States must to be placed by email at [info@kingsharness.com](mailto:info@kingsharness.com) and may be subject to additional handling and shipping charges.

## **Product Availability**

King's Harness uses its best endeavours to ensure products ordered are available for delivery, and in most cases will notify you where a product is unavailable prior to you completing your order. However you acknowledge that in some cases this is not possible and King's Harness may need to reject an order you have placed for a product where King's Harness establishes that it is actually unavailable for delivery. In such cases King's Harness will refund in full all amounts you paid in respect of such unavailable product. King's Harness cannot provide rainchecks for products ordered online.

## **Payment**

You must pay for your products purchased on this website at the time of placing an order. King's Harness accepts the following forms of payment:

- Visa
- MasterCard
- American Express
- Discover
- PayPal

You agree that King's Harness is not responsible for processing and the security of your payment through any third party processors such as PayPal, and you hereby release King's Harness from any liability in relation to such payment.

Applicable sales tax will be charged on total merchandise for orders shipped to Illinois.

Payments are charged upon placement of an order. Orders are subject to verification and acceptance before shipping. We are not responsible for typographical errors.

### **Variation of Products and Price**

King's Harness may vary the prices on this website at any time, and prices are subject to change until you have paid for the products in full.

### **Delivery**

Delivery areas, delivery costs and estimated delivery times vary. Please note that to purchase products, your delivery address must be within a location where King's Harness provides delivery. Orders will not be processed for delivery to an address in a location not in King's Harness delivery area. Risk in the products passes to you upon delivery to your nominated delivery address, and title passes upon payment for the products in full.

Notwithstanding the foregoing, in the event you are directed to a third party website to complete your purchase, you acknowledge and agree that your purchase will be subject to the delivery policy of that third party merchant.

### **Returns**

King's Harness will accept returns only if it accidentally sends wrong merchandise or the item is delivered defective. All other returns are in the sole discretion of King's Harness. For return instructions, please contact King's Harness by email at [info@kingsharness.com](mailto:info@kingsharness.com) or phone at 847-916-2277.

Notwithstanding the foregoing, in the event you are directed to a third party website to complete your purchase, you acknowledge and agree that your purchase will be subject to the returns policy of that third party merchant.