

Terms of Service Kick-Ass Quilts 2021

Effective Date: September 06, 2021

This Terms of Service (“Terms”) is an agreement between you and Kick Ass Quilts (“KAQ”, “us”, “our” or “we”) and sets forth the legally binding terms for your use of our websites which include a link to these Terms (the “Sites”), as well as in connection with any of our sales or marketing activities or other services available on our Sites or offline (“Services”).

These Terms apply to your use of the Sites and Services (however accessed and/or used, whether via personal computers, mobile devices or otherwise) or any other means or applications in which you connect with us and your use of our Sites or Services.

Our Privacy Policy found at <https://kickassquilts.org/privacy-policy> is incorporated into and subject to these Terms by reference. Please review that Privacy Policy for information about how we collect, use, and share information, including the data rights available to you.

We recommend that you read these Terms in full to ensure you are fully informed.

1. WHO WE ARE

Kick Ass Quilts (official trade name Kick-Ass Quilts) is based in the Netherlands. We sell online quilting lessons and access to a community which enable people to learn how to quilt.

1.1 DEFINITIONS

1.1 Kick Ass Quilts: Meaning in these terms and conditions 'KAQ' , with as official trade name Kick-Ass Quilts.

1.2. Customer: The legal person taking one of the (paid) services of KAQ

1.3. Services: All the paid services on offer on the websites (www.kickassquilts.org and www.kickassquilts.online) to be used by the customer to learn about quilting, sustainability or how to quilt (sustainably).

1.4 Agreement: The agreement (including these terms and conditions) between KAQ and the customer based on which services are offered.

1.5 Website: The platform from which the services are offered (www.kickassquilts.org & www.kickassquilts.online)

1.6: Account: Account made to access the services in quilt college (www.kickassquilts.online). Access without account is not allowed.

2. ACCEPTANCE OF TERMS

Agreement to the Terms. Each time that you access or use our Sites or Services you signify that you have read, understand, and agree to be bound by these Terms. If you do not agree to any of these Terms you must discontinue using the Sites and Services.

Eligibility.

-You must be at least 18 years old or have reached the age of majority in the jurisdiction in which you reside to use the Sites and Services or become a member and by registering with us you attest that you have reached the age of majority and have the legal capacity to be legally bound by these Terms.

Electronic Form/Communications.

-By accessing or using the Sites or Services you consent to having this agreement provided to you in electronic form and receiving communications from us electronically. We may communicate with you by postal mail, e-mail or by posting notices on the Sites. You agree that all agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirements that such communications be in writing.

3. ACCOUNT AND CONTACT INFORMATION

Access to the Sites and Services.

-You do not need to register as a member in order to access and browse some sections of the Sites or Services, but you may not be able to access all of the features of the Sites or Services unless you register with us and create an account. If you are browsing the Sites or Services and have not yet registered with us your use of the Site or Services will still be subject to these Terms.

Account.

-You can create an account by enrolling to the quilt college. You need to provide a valid email. All information, including payment information, submitted during registration should be kept up to date at all times. Any falsification of any information whatsoever may, at KAQ's discretion, result in immediate suspension or termination of your right to use the Services.

Security.

-If you use our Services you are responsible for restricting access to your KAQ Account and ensuring that your computer and mobile device are free from all types of malicious content, including content that may track any data you enter via the Services. Your login ID email address (or other unique identifier needed to create an account) and password, together with any mobile number or other contact information you provide, form your "Account Information." You understand and agree that you are responsible for maintaining the confidentiality and security of your password and other Account Information, and that you are solely responsible for all activities that occur on or through your KAQ Account. You further agree to notify KAQ immediately of any unauthorized access to your KAQ Account or unauthorized use of your Account Information or any other security breach by emailing us at riane@kickassquilts.org

Contacting You.

-When you provide us with contact information in connection with a particular activity or when using our Services, such as an email address or telephone number, you agree that this action constitutes a purchase or inquiry establishing a business relationship with us. You expressly consent

to our communicating with you using contact information obtained directly from you or which is provided to us with your consent. You attest that you have the legal authority over any contact information provided to us and can provide us and/or third parties with the authorization to contact you. This means you may be contacted in person or by recorded message, by e-mail, telephone and/or mobile telephone number (including use of automated dialing equipment), text (SMS) message, IM messaging, or any other means of communication that your wireless or other telecommunications device may be capable of receiving), in accordance with applicable laws or regulations (“Applicable Laws”).

4. PAYMENT AND CANCELATION RIGHTS

Purchasing our Products or Services.

-Please refer to the applicable offer for a description of our products and services such as our online lessons, community, coaching sessions, (e-)books and any other for current subscription plans and pricing. Any terms and conditions of any offer disclosed to you when ordering is deemed part of these Terms. KAQ reserves the right to change the fees for its products and Services and will provide notice of any increase prior to your being charged.

Orders.

-Any prices displayed on the Sites are quoted in U.S. dollars or Euro. Quilt College, coaching, e-books are online only products so no shipping will be charged. KAQ uses standard exchange rate of our payment providers (<https://www.mollie.com/>) and cannot hold any rights to exchange rate given with a previous order to any orders in the future. This means that the exchange rate will be calculated and applied for every order according to current rates. Also, KAQ is not liable to any extra costs incurred when buying from a different valuata or country.

All orders are for personal use only and orders for resale are prohibited without prior written approval.

Products displayed on this Sites are available only while supplies last. If your order is canceled by us after you have been charged, we will issue a credit.

We try to display the image of the products available on our Sites, including colors, as accurately as possible but they may vary and the actual colours you see depend upon your device display.

No Binding Offer.

-Nothing on the Sites or Services constitutes a binding offer to sell, distribute or give away any products or services. In the event the products and services are listed at an incorrect price, we have the right to refuse or cancel orders placed at the incorrect price, regardless of whether the order has been confirmed or you have been charged.

We reserve the right at any time after receipt of your order to accept or decline such order, or any portion thereof, or to not ship to particular addresses, even after your receipt of an order confirmation or after you have been charged.

We also reserve the right at any time to limit the quantities of merchandise, products and/or services ordered for you or your household.

There may be information on the Sites that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, colours, pricing, and availability. We make no representation as to whether information on the Sites or Services is current or the completeness or accuracy of any information on the Sites or Services.

Billing Information.

- When you provide payment information (“Billing Information”) to KAQ or its authorized processor, you represent that you are an authorized user of the payment card, PIN, key, account or other payment method specified by you (“Payment Method”), and you authorize KAQ to charge such Payment Method for the full amount of the transaction. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, debit/credit card issuer or other provider of your chosen Payment Method (the “Payment Method Provider”).

If KAQ does not receive payment from your Payment Method Provider, you agree to pay all amounts due on your account upon demand. In the event we are advised of insufficient funds in your account or credit to cover your payment by your Payment Method, we may re-present such un-cleared or rejected payment, or any lesser amount thereof, to your Payment Method Provider.

In the event we have to collect unpaid amounts you owe us, you will be liable for all collection costs, including attorneys' and collection agency fees. KAQ reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment and to update your information from available third-party sources. In the event KAQ cannot charge the Payment Method you provide we reserve the right to terminate your order and invoice you for any unpaid amounts. You must promptly notify KAQ if your Payment Method is cancelled (e.g., for loss or theft). If you fail to notify us, you remain responsible for any continued charges to the Payment Method you provided.

Cancellation Rights. REGARDLESS OF THE TERMS OF AN OFFER YOU CAN RECEIVE A FULL REFUND FOR ANY MEMBERSHIP IF YOU CONTACT US TO CANCEL WITHIN THE FIRST FOURTEEN DAYS AFTER YOU ACCEPT THE OFFER.

How to Cancel Auto-Renewal.

-You can cancel any membership at any time to avoid future charges, or to receive a pro rata refund for an annual membership. You can cancel any future terms or membership and any corresponding charges by going online to your account or contacting customer service at rienne@kickassquilts.org.

Free or Introductory Promotional Offer.

-If you enrolled for any of our Services under a special introductory offer (for example, a discounted or free initial trial or free merchandise), you are subject to the terms of the offer you accepted and, unless you cancel within the time frame presented in the offer, the applicable regular fee for the Services you selected will be posted to your Payment Method after the introductory offer or trial period is completed. We reserve the right to limit any introductory or trial offer to one per person/household.

5. YOUR USE OF THE SITES AND SERVICES

Rules of Conduct.

-In connection with your use of the Sites and Services, you will not

- (i) use the Sites and Services other than as permitted in these Terms and only for your personal use
- (ii) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Sites, Content (as hereinafter defined), or Services
- (iii) upload or input to the Sites or Services any information which contains software viruses, or any computer code, files or programs designed to interrupt, destroy or limit the functionality of the Sites or Services, any computer software or hardware or telecommunications equipment
- (iv) reverse engineer, decompile, reverse assemble, decode, modify or attempt to discover any source code or generate its content or any software or other products or processes accessible through the Sites or Services
- (v) use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of the Sites or Services, monitor traffic on the Sites or Services, obtain or accumulate personal information about other users, or collect or store personal data about other users
- (vi) copy or adapt the object code of any software, HTML, JavaScript or other code
- (vii) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Sites or Services
- (viii) use the Sites or Services in any manner that in KAQ's sole judgment, adversely affects the performance or function of the Sites or Services or interferes with the ability of other users to access or utilize the Sites or Services or undertake any acts not expressly permitted under the Terms
- (ix) develop a product or service which is competitive with any of Kick Ass Quilts' products or services
- (x) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Content
- (xi) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, or any features or functionality of the Sites or Services, to any third party for any reason

- (xii) exploit, distribute or publicly communicate any error, miscue or bug which gives an unintended advantage
- (xiii) use software or any other means to harvest information from the Sites or Services (xiv) harass others or disclose personal information about others that could amount to harassment
- (xv) impersonate others or create false accounts
- (xvi) send chain letters, junk mail, 'spamming' material or any other form of bulk communication
- (xvii) publish, post, upload, store, distribute or disseminate any unlawful, defamatory, infringing, obscene, sexually explicit, harmful, confidential, libellous, hateful, threatening or otherwise illegal material or information, or anything which might constitute a criminal or civil offence
- (xviii) undertake to use the Sites or Services in violation of any Applicable Law or generally accepted practices or guidelines ("Accepted Practices") or take any action which would cause us to be in violation of any Applicable Law or Acceptable Practices.

Ordering Online.

-Products available on our Sites or through our Services are subject to availability when you order. Images on our Sites may not accurately capture the actual appearance or quantity of what is available for purchase.

No Binding Offer.

Nothing on the Sites or Services constitutes a binding offer to sell, distribute or give away any products or services. We reserve the right at any time after receipt of your order to accept or decline such order, or any portion thereof, or to not ship to particular addresses, even after your receipt of an order confirmation or after you have been charged. Any prices displayed on the Sites or Services are quoted in U.S. dollars or Euro and are liable to current currency rate.

In the event the products and services are listed at an incorrect price, we have the right to refuse or cancel orders placed at the incorrect price, regardless of whether the order has been confirmed or you have been charged. If your order is cancelled by us after you have been charged, we will issue a credit.

Monitoring.

-KAQ reserves the right to monitor all network traffic to the Sites or Services and anyone using the Sites or Services expressly acknowledges that such monitoring may occur. KAQ may block unauthorized attempts or intrusions to upload or change information or cause damage to the Sites or Services in any fashion. You acknowledge that KAQ has no general obligation to monitor User Content (as hereinafter defined) nor to actively seek facts or circumstances indicating illegal activity, but has the right to review, disable access to, or to edit any User Content in order to:

- (i) operate, secure and improve the security of the Sites or Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes)
- (ii) ensure compliance with these Terms
- (iii) comply with Applicable Laws or the order or requirement of a court, law enforcement, or other administration agency or governmental body
- (iv) respond to User Content or user conduct that it determines is harmful or objectionable
- (v) as otherwise set forth in these Terms.

Posting of User Content.

-The Services may contain communication services (“Public Forums”) designed to enable you to post and communicate content, such as reviews, photos, videos, or other information or content (collectively, “User Content”) with other members or visitors to our Sites.

You agree that all such User Content you submit, post, upload, embed, display or communicate through the Services will comply with these Terms and with the Rules of Conduct set forth herein. You acknowledge and agree that when you post User Content it is available to the public and that you have no expectation of privacy concerning your User Content.

As a result, please exercise caution when posting any personal information in User Content as it may be seen and used by others. KAQ has no obligation to monitor User Content but reserves the right to review and remove any User Content at any time, without notice, for any reason and in its sole discretion. KAQ specifically disclaims any liability with regard to User Content and any actions resulting from your participation in any such Public Forums.

KAQ IS NOT RESPONSIBLE FOR ANY USER’S MISUSE OR MISAPPROPRIATION OF ANY USER CONTENT OR INFORMATION YOU POST ON OR THROUGH THE SERVICES.

Objectionable Content.

If you encounter something you find objectionable and in violation of these Terms, you can report it to rianne@kickassquilts.org

License to User Content.

-All User Content must comply with these Terms. By submitting, transmitting, or displaying your User Content on or through the Services, you automatically grant (and you represent and warrant that you have the right to grant) to KAQ, its licensees, and their respective successors and assigns, officers, directors, employees, licensees, agents, representatives and other users of the Services, a worldwide, sublicenseable, assignable, perpetual, irrevocable, non-exclusive, royalty-free, unlimited right and license to use, reproduce, publish, distribute, publicly display and perform, reformat, adapt, modify and delete your User Content in connection with the Services (“License”).

Representation of Ownership.

-You retain copyright and other intellectual property rights with respect to any User Content to the extent that you have such rights under Applicable Laws. By posting or submitting User Content through the Services you represent and warrant that

(i) you own such User Content or otherwise have the right to grant us the License set forth in these Terms

(ii) the User Content is accurate and not confidential and the distribution, submission, transmission, posting and use of your User Content on the Services is not in violation of any Applicable Law or contractual restrictions or other third party rights (including, without limitation, privacy, publicity, and intellectual property rights)

(iii) you are solely responsible for, and KAQ will have no liability in connection with, your User Content or any other User Content you access through the Services. Your ownership in your User Content does not confer any rights to the Sites or Services, nor any rights to other User Content or KAQ Content stored by or on behalf of KAQ.

Feedback/Idea Submissions.

-KAQ does not accept unauthorized idea submissions. Any ideas disclosed to KAQ are not confidential and KAQ may develop, use and freely disclose or publish similar ideas without compensating you or accounting to you. All comments or materials submitted to us, including testimonials, images, reviews, questions, comments, or suggestions (collectively, "Feedback"), is received and treated by us on a non-confidential and unrestricted basis. If you provide KAQ with any Feedback, you hereby grant KAQ a non-exclusive, fully-paid, royalty-free, irrevocable, perpetual, transferable, sublicensable license to reproduce, distribute, modify, prepare derivative works based on, publicly perform, publicly display, make, have made, use, sell, offer to sell, import, and otherwise exploit that Feedback for any purposes, for all current and future methods and forms of exploitation throughout the world. If any such rights may not be licensed under Applicable Laws (such as moral and other personal rights), you hereby waive and agree not to assert all such rights. You understand and agree that KAQ is not required to make any use of any Feedback that you provide. You agree that if KAQ makes use of your Feedback, KAQ is not required to credit or compensate you for your contribution. You represent and warrant that you have sufficient rights in any Feedback that you provide to KAQ to grant KAQ and other affected parties the rights described above. This includes but is not limited to intellectual property rights and other proprietary, privacy or other personal rights.

Termination.

-KAQ may terminate your access to its Sites or Services immediately or disable any user name, password or other identifier, whether chosen by you or provided by KAQ, at any time without notice, if, in KAQ's sole opinion, you have violated any provision of these Terms. Termination will not limit any of KAQ's rights or remedies at law or in equity.

Third-Party Links.

-The Sites and Services may contain links to other websites or applications. These websites and applications are not under the control of KAQ, and the existence of a link from the Sites or Services does not imply any endorsement of or affiliation with the linked websites or applications. KAQ makes no warranties or representations, and disclaims all liability, relating to the accuracy, content, terms of use, privacy policies, products, services, legality, reliability, viewpoint, accuracy, currency, decency, or any other aspect of the linked websites or applications.

Data Collection Policy.

-No party unaffiliated with KAQ may collect or use, or direct, authorize or assist other persons or entities to collect or use any data from a user, or a computer or device operated by a user, while accessing our Sites or Services without our prior express written permission.

Modification to Services.

-KAQ has the right to modify its Services (and products and services accessible through its Services), and its Sites at any time in its sole discretion which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “Updates”). Updates may also modify or delete in their entirety certain features and functionality. You agree that KAQ has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality or other aspects of its Sites or Services. Your only right with respect to any dissatisfaction with any modifications made to its Sites or Services, or any policies or practices of KAQ in providing its Services is to cancel your account and/or stop using the Sites or Services.

Injunctive Relief.

-You expressly acknowledge and agree that there may be no adequate remedy at law for a breach of this Section, that such a breach may irreparably harm KAQ and KAQ is entitled, without limiting any of its other remedies at law or equity, to seek injunctive relief (temporary and permanent) from any court of competent jurisdiction immediately upon request and without the need to post a bond or security, with respect to any such breach or potential breach of these Terms.

6. PROPRIETARY RIGHTS

Ownership of Content and Marks.

-The Sites and Services, and all content published on or accessible through the Sites and Services (“Content”), is owned by KAQ, its affiliates or its licensors, and is protected by laws governing copyrights patents, trademarks, trade secrets and/or other proprietary rights. KAQ owns a copyright in the selection, coordination, arrangement and enhancement of such Content and a copyright in the

Sites. All trademarks, logos, service marks, trade names, and trade dress appearing on the Content and Sites (“Marks”), are proprietary to KAQ, its affiliates, or its licensors. You acknowledge that you do not acquire any ownership rights in any Content or Marks downloaded or accessed from the Sites or Services. You may not frame or utilize framing techniques to enclose any Marks or Content (including images, text, page layout, or form) nor use any Meta tags or any other “hidden text” utilizing KAQ Marketing, its affiliates’, or its licensors’ name or Marks without the prior express written consent of KAQ. You agree not to copy, reproduce, publish, transmit, distribute, perform, sell, create derivative works of, or in any way exploit, the Sites, Services, Marks or Content, in whole or in part, without the prior written consent of KAQ.

Our Limited License to You.

-You acknowledge and agree that the Sites, Services and Content are provided under license, and not sold, to you and your use. You do not acquire any ownership interest in the Sites, Services or Content under these Terms, or any other rights thereto other than to use the Sites, Services and Content in accordance with the license granted, and subject to all terms, conditions, and restrictions under these Terms. KAQ grants you a limited, personal, non-commercial, non-exclusive, revocable, non-assignable, and non-transferable license to access (but not through scraping, spidering, crawling or other technology or software used to access data) and display the Content (excluding any software code) solely for your personal use in connection with accessing and using the Services as reasonably necessary to use them for their intended purpose. You may not insert any code or product to manipulate the Content, Sites or Services in any way that affects any user’s experience.

KAQ and its licensors reserve all rights not expressly granted in and to its respective Sites, Services, Marks and Content. You may not use the Sites, Services, Marks or Content in a manner that constitutes an infringement of our rights or that has not been authorized by us. More specifically, unless explicitly authorized in these Terms you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Sites or Services. You may, however, from time to time, download copies of individual pages from the Services for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices intact.

7. USER CONTENT COPYRIGHT

Filing a Complaint.

-We reserve the right to remove any User Content on the Sites which allegedly infringes another person's copyright. We are under no obligation to scan content posted for any violations of third party rights. However, we respect the copyright interests of others and it is our policy not to permit materials known by us to infringe another party's copyright to remain on the Sites. If you believe any materials on any Site infringes a copyright, you should provide us with a written request to takedown the allegedly infringing material in the form of a email to rianne@kickassquilts.com that at a minimum includes:

- Identification of the URL of the Site and the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Your name, address, telephone number and email address (if available);
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- The signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notwithstanding the foregoing, we reserve the right to ignore takedown notice if it doesn't comply

8. DISCLAIMER OF WARRANTIES

IF YOU CHOOSE TO USE THE SITES OR SERVICES, YOU DO SO VOLUNTARILY AND AT YOUR SOLE RISK. THE CONTENT AND INFORMATION OFFERED ON OR THROUGH THE SITES OR SERVICES ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DISCLAIM ALL WARRANTIES OR

OTHER TERMS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR TERMS OF SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT: THAT THE SITES OR SERVICES, OR ANY OF THEIR FUNCTIONS, WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT ANY PART OF THE SITES OR SERVICES, OR THE SERVERS THAT MAKE THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS ,INCLUDING WHETHER UPDATES WILL AUTOMATICALLY DOWNLOAD WHEN INSTALLED OR THAT DEPENDING ON YOUR DEVICE WHETHER UPDATES WILL BE AVAILABLE TO YOU. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITES OR SERVICES OR CONTENT CONTAINED THEREIN WITH REGARD TO THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, APPROPRIATENESS FOR ANY PURPOSE, OR OTHERWISE. DUE TO THE NATURE OF THE INTERNET, KAQ CANNOT GUARANTEE THE CONTINUOUS AND UNINTERRUPTED AVAILABILITY AND ACCESSIBILITY OF THE SITES OR SERVICES. KAQ MAY RESTRICT THE AVAILABILITY OF THE SITES OR SERVICES OR CERTAIN AREAS OR FEATURES IF NECESSARY, IN VIEW OF CAPACITY LIMITS, THE SECURITY OR INTEGRITY OF ITS SERVERS, OR TO CARRY OUT MAINTENANCE MEASURES THAT ASSIST IN THE PROPER OR IMPROVED FUNCTIONING OF THE SITES OR SERVICES. IF YOU ARE DISSATISFIED WITH ANY OF THE MATERIALS CONTAINED IN THE SITES OR SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SITES OR SERVICES.

9. LIMITATION OF LIABILITY

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Sites, Services, Content and User Content, and your posting of any User Content remains with you. Neither KAQ nor any other party involved in creating, producing, or delivering the Sites or Services, Content or User Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute

products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with these Terms or from the use of or inability to use the Sites or Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not KAQ has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed its essential purpose. In no event will KAQ' aggregate liability arising out of or in connection with these Terms and your use of the Sites or Services, exceed the amounts you have paid to KAQ in the twelve month period prior to the event giving rise to the liability, or \$50USD if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between KAQ and you. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

10. YOUR LEGAL LIABILITY

You agree to defend, indemnify and hold harmless KAQ and its shareholders, partners, affiliates, directors, officers, subsidiaries, employees, agents, suppliers, and licensors from and against all damages, losses, liabilities, claims, and costs (including, but not limited to, reasonable attorneys' fees and costs including costs to respond to regulatory inquiries, actions or subpoenas) related to all third party claims, charges, and investigations, arising from, relating to, or caused by User Content you post or submit or your failure to comply with these Terms.

11. CALIFORNIA RESIDENTS RIGHTS

If you are a California resident and in connection with the foregoing releases, you hereby waive 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.”

12. GEOGRAPHIC RESTRICTIONS

KAQ will provide the Sites and Services with reasonable care and skill but makes no representations that they are appropriate for use from locations all around the world. You are always liable to comply with local laws of any location you access the site or services.

13. CHANGES TO TERMS OF SERVICE

KAQ will review and may update these Terms periodically and will note the new effective date if any changes are made. If we make material changes to these Terms we may choose to notify you by prominently posting a notice of a new Terms of Service update on the Sites for a period of time in our discretion but we encourage you to review these Terms and make note of the “effective date” frequently. Your continued use of the Sites and Services after we post any changes to the Terms signifies your agreement to any such changes. If you do not agree to these Terms, you must discontinue using the Sites and Services.

14. THIRD PARTY LINKS

You may be able to access other websites, mobile applications or resources through links accessed on the Sites or Services. Because KAQ has no control over such websites or mobile applications you acknowledge and agree KAQ is not responsible for the availability of such external websites, mobile applications or resources accessible from those third parties, and does not endorse and is not responsible or liable for any content, advertising, products, services, or other materials available from such websites or mobile applications, nor does KAQ endorse any such websites, mobile applications or resources, or the products or services assessable on such websites or mobile applications.

16. DISPUTE RESOLUTION

In the event of any dispute you and we agree to send a written notice to the other providing a reasonable description of the dispute, along with a proposed resolution of it. Our notice to you will

be sent to you based on the most recent contact information that you provide us but if no such information exists or if such information is not current, then we have no obligation under this section.

Your notice to us must be sent to us at rianne@kickassquilts.org or Kick-Ass Quilts, nieuwe maanderbuurtweg 1072, 6717BK Ede, The Netherlands.

For a period of 60 days from the date of receipt of notice from the other party, KAQ and you will engage in a dialogue in order to attempt to resolve the dispute, though nothing will require either you or KAQ to resolve the dispute on terms either you or KAQ, in each of our sole discretion, are unsatisfactory. Nothing in this section will prevent a party from pursuing their claims in court or another complaint process.

If your country of residence or establishment is outside the U.S., these Terms will be governed by and interpreted in accordance with English law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. This choice of law does not impact your rights as a consumer according to the consumer protection laws of your country of residence. If you are a consumer, you may be able to bring judicial proceedings against us arising from or in connection with these Terms in a court within a jurisdiction according to the laws of your country of residence or the English courts. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the English courts.

If you have any comments, queries or complaints about these Terms or our Services, please contact us at rianne@kickassquilts.org

17. NO RIGHTS OF THIRD PARTIES

You agree that, except as otherwise expressly provided in these Terms, there are not third-party beneficiaries to these Terms.

18. MISCELLANEOUS

These Terms, and policies incorporated herein, are the entire agreement between you and KAQ. They supersede any and all prior or contemporaneous agreements between you and KAQ relating to your use of the Sites or Services.

If these Terms expire or are terminated for any reason, the provisions which by their nature should continue after termination including Proprietary Rights, Disclaimer of Warranties, Limitation of Liability, Your Legal Liability, Dispute Resolution, No Rights of Third Parties, and Miscellaneous shall survive any such expiration or termination.

If any provision of these Terms is declared or found by a court of competent jurisdiction or arbitrator to be unlawful, unenforceable or void, such provision will be ineffective only to the extent that it is found unlawful, unenforceable or void, and the remainder of the provision and all other provisions will remain fully enforceable, except that if the Class Action Waiver for any Claim cannot be enforced, then the provision to arbitrate will not apply. You may not assign your rights under your KAQ Account or this agreement to any third party without KAQ' prior written permission. KAQ may assign these Terms, in whole or in part, at any time. Headings in the Terms are for convenience of reference only and shall not affect the interpretation or construction of this agreement. The failure of KAQ to partially or fully exercise any rights or the waiver of KAQ to enforce any breach of these Terms by you, shall not prevent a subsequent exercise of such right by KAQ or be deemed a waiver by KAQ of any subsequent breach by you of the same or any other term of these Terms. The rights and remedies of KAQ under these Terms and any other applicable agreement between you and KAQ shall be cumulative, and the exercise of any such right or remedy shall not limit KAQ' right to exercise any other right or remedy. In the event of any conflict or inconsistency between any of these Terms any other terms or conditions applicable to the Services, we shall determine which rules, restrictions, limitations, terms and/or conditions shall control and prevail in our sole discretion, and you specifically waive any right to challenge or dispute such determination.

19. CONTACT US.

Please email us at riane@kickassquilts.org , or write to us at: Kick-Ass Quilts, Nieuwe Maanderbuurtweg 1072, 6717BK Ede, The Netherlands if you have any questions about these Terms.

When contacting us, please include your full name, address, phone number, and email address, and indicate the specific nature of your request or inquiry.