

Terms and Conditions

12/3/2021

This Website Usage Agreement ("Agreement") is between a User ("you," "your") and the owners of SWAK Enterprise LLC ("we," "our," "the company"). Your participation in the use of this website is conditional on your acceptance of the terms and conditions contained in this Agreement. You are deemed to have accepted this Agreement by using the website.

1. **Overview.** This website is owned and controlled by SWAK Enterprise LLC, a New York LLC located at 5142 Feigle Rd. Lockport NY 14094.
2. **Purpose.** The purpose of this website is to provide products for sale.
3. **Responsibility for Use of Website.** To access or use this website, you must be 18 years or older and have the power and authority to enter into these Terms and Conditions. If you are under the age of 18, you must get permission from a parent or legal guardian prior to using this website.

You may use www.SWAKembroidery.com for lawful purposes only. You shall not post or transmit through www.SWAKembroidery.com any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

4. **Limitation of Liability.** SWAK Enterprise LLC will not be liable for any direct, indirect, incidental, consequential, equitable, special, punitive, exemplary or any other damages resulting from your use of this website including but not limited to all the content, information, products, and services. SWAK Enterprise LLC is not liable for loss of profits, revenue, data or use, incurred by you, whether the liability arises out of breach of contract, tort, negligence, warranty or otherwise even if the other party has been advised of the possibility of such damages. Your sole remedy for any breach or default of this Agreement by www.SWAKembroidery.com or Website Owner shall be a return of any fees paid to www.SWAKembroidery.com or Website Owner for any services provided under this Agreement.
5. **Indemnification.** You indemnify and agree to defend and hold harmless www.SWAKembroidery.com, Website Owner, its and their officers, employees, agents, affiliates, licensees and web hosting services and third parties for any

losses, costs, liabilities and expenses (including but not limited to court costs, legal fees, awards or settlements) relating to or arising out of your use of www.swakembroidery.com, including any breach by you of the Terms contained in this Agreement.

6. **Errors and Omissions.** All information on this website is accurate and true to the best of SWAK Enterprise LLC knowledge, but that there may be omissions, errors or mistakes. SWAK Enterprise LLC is not liable for any damages due to any errors or omissions on the website, delay or denial of any products, failure of performance of any kind, interruption in the operation and your use of the website, website attacks including computer virus, hacking of information, and any other system failures or misuse of information or products.
7. **No Guarantees.** By participating in/reading this website/blog/emails, you accept that SWAK Enterprise LLC cannot guarantee the outcome of services and/or recommendations on the website/blog/email series. SWAK Enterprise LLC cannot make any guarantees other than to deliver the goods or services purchased as described.
8. **Purchases.** www.swakembroidery.com may allow you to make purchases from us or from other merchants. If you make a purchase from www.swakembroidery.com, the information acquired during your purchase or transaction and all of the information that you give as part of the transaction, such as your name, address, method of payment, credit card number, and billing information, may be collected by SWAK Enterprise LLC, the merchant, and the payment processing company.

Your participation, correspondence or business dealings with any affiliate, individual or company found on or through our Website, all purchase terms, conditions, representations or warranties associated with payment, refunds, and/or delivery related to your purchase, are solely between you and the merchant. You agree that SWAK Enterprise LLC shall not be responsible or liable for any loss, damage, refunds, or other matters of any sort that incurred as the result of such dealings with a merchant.

SWAK Enterprise LLC have no responsibility or liability for these independent policies of the payment processing companies and vendors. In addition, when you make certain purchases through www.SWAKembroidery.com, you may be subject to the additional terms and conditions of a payment processing company, vendor or SWAK Enterprise LLC that specifically apply to your purchase. For more information regarding a vendor and the terms and conditions that they use, visit that vendor's Website and review their policies or contact the vendor directly.

You release SWAK Enterprise LLC, our affiliates, our payment processing

company, and vendors from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase through or use of this website.

9. **Refund policy.** SWAK Enterprise LLC doesn't issue refunds due to the nature of digital products.
10. **Intellectual property.** SWAK Enterprise LLC vendors are the sole and exclusive owners of all trademarks and content on this website, including all information, documents, photographs, graphics, and other materials available through this website and all services operated by SWAK Enterprise LLC through this website. These materials are protected by copyright law and trademark law, and you do not have permission to use the content on this website for any purpose including republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You agree not to copy materials on the site, reverse engineer or break into the site, or use materials, products or services in violation of any law. If you are in violation, SWAK Enterprise LLC can terminate your use of this website at any time and reserves the right to sue you.
11. **DMCA Notice.** If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice containing the following information to our Copyright Agent:
 - (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
 - (b) A description of the copyrighted work that you claim has been infringed;
 - (c) A description of where the material that you claim is infringing is located on the Site;
 - (d) Your address, telephone number, and e-mail address;
 - (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
 - (f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the Site is [name of agent for notice], who can be reached as follows:

By Mail: 5142 Feigle Rd, Lockport NY 14094

By Phone: 716-523-7960

By E-mail: support@swakembroidery.com

12. **Termination.** SWAK Enterprise LLC may terminate this Agreement at any time, with or without notice, for any reason.

13. **Jurisdiction.** These Terms and Conditions are governed by and construed in accordance with United States federal law and the laws of the State of NEW York. Any dispute arising out of or related to the information contained herein is subject to adjudication in the state of New York, USA. For any questions or comments regarding these Terms and Conditions, contact support@swakembroidery.com.

14. **Waiver.** The failure of Website or Website Owner to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Website or Website Owner must be in writing and signed by an authorized representative of the Website Owner.

15. **Severability.** If any provision is found to be invalid, the remaining provisions will be in full force and effect.

16. **Arbitration.** Any dispute, controversy or claim arising out of or related in any manner to this Agreement which cannot be amicably resolved by the parties 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 arbitrator sitting in Niagara County New York. 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 New York. The decision of the arbitrators shall be in writing with written findings of fact and shall be final and binding on the parties. The arbitrator shall be empowered to award money damages, subject to the limitations set forth in Section 1 of this Agreement, but shall not be empowered to award direct, indirect, incidental, special or consequential damages or specific performance. Each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement. Notwithstanding the foregoing, any action seeking injunctive relief shall be submitted to the courts and shall not be subject to this provision.

17. Entire Agreement. The Terms and Conditions and Privacy Policy constitutes the entire agreement between you and SWAK Enterprise LLC, and governs the terms and conditions of your use of this website, and supersedes all prior or concurrent communications, whether electronic, oral or written, between you and SWAK Enterprise LLC with respect to this website. Despite the abovementioned, you may also be subject to additional Terms and Conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use this website.

SWAK Enterprise LLC may revise these Terms and Conditions at any time. Accordingly, you should visit the website and review the Terms and Conditions periodically to determine if any changes have been made. Your continued use of this website after any changes have been made to the Terms and Conditions signifies and confirms your acceptance of any such changes or amendments to the Terms and Conditions.