

## **Gloves Up LLC Terms of Use**

**Effective Date:** 2/19/18

Thank you for choosing to browse and shop Gloves Up LLC. Please read these Terms of Use (the "Terms") as they set forth your rights and responsibilities related to the use of Gloves Up LLC's ("we", "us", or "our") website ([www.glovesup.net](http://www.glovesup.net)) (the "Website") and the purchase of our products. We may change the Terms from time-to-time by posting updated terms on the Website. Your continued use and access of the Website and/or purchase of our products will constitute acceptance of the Terms. If you do not agree to the Terms do not use or access the Website or purchase our products.

### **Your Comments**

We welcome your comments, remarks, feedback, suggestions, ideas, and other submissions you disclose or transmit to us (collectively, "Comments"). You grant us a perpetual, irrevocable, worldwide, royalty-free right and license to use, reproduce, modify, adapt, publish, translate, create derivative works of, distribute, publicly perform, and publicly display (in whole or in part) your Comments, your name, and any related copyrights, moral rights, or other intellectual property rights.

### **Privacy**

Your privacy and the security of your data is important to us. Our privacy policy (the "Privacy Policy"), which you may view at ([www.glovesup.net](http://www.glovesup.net)), sets forth our security practices and is included as part of these Terms. By using our Website or purchasing our products, you expressly consent to the use and disclosure of your information as described in the Privacy Policy.

### **Payment Terms**

For each product you order on the Website, you agree to pay the price applicable for the product as of the time you submit your order, the delivery and shipping fees for the delivery service you select, and any applicable taxes and handling charges. Where applicable, sales tax will be assessed on each order at the applicable local rate. You agree that taxes may be adjusted from the amount shown on the payment screens. You are solely responsible for any duties, taxes, levies, or fees (including any sales, use, or withholding taxes) imposed on or in connection with purchases from the Website by any authority. We will automatically bill your credit card submitted as part of the order process for all amounts within five days of the order date, and you hereby authorize us to do so.

### **Delivery and Shipping**

All orders are shipped via the United States Postal Service ("USPS"). You may select any USPS shipping option, and delivery times will vary based on the option selected. Expedited shipping options are available at check-out for an additional charge. Products can only be shipped within the United States.

Our goal is to process and ship your order within 3 to 4 business days after receipt of the order. This is an estimate only, however, and shipping dates are not guaranteed.

Except as stated below, orders are shipped Monday through Friday during regular business hours (8:00 a.m. to 5:00 p.m. Central Time). Orders selected for next-day shipping that are received before 1:00 p.m. Central Time will ship the same day. Orders received after that time will ship the following day. Orders for which next-day shipping is selected that are received before 1:00 p.m. Central Time on a Friday will be delivered on the following Monday. Orders received on a weekend day or an observed holiday will be processed on the next business day. Orders will not ship on the following days:

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Memorial Day  
Fourth of July  
Labor Day  
Columbus Day  
Thanksgiving Day  
Day After Thanksgiving  
December 24-26  
New Year's Eve Day

Upon shipment of your order, a tracking number will be emailed to the address that you have provided. This tracking number will allow you to check on the delivery status of your order through [www.usps.com](http://www.usps.com).

We strive to ship all items in an order together, but we reserve the right to deliver your products in separate shipments if one or more items are unavailable at the time of initial shipment. If we split your order into more than one shipment, you will not be charged separate shipping costs for each shipment. Further, each shipment will have a confirmation/tracking email. If we experience an issue fulfilling one part of your order, that will not serve as a basis for canceling any of the other items included in that order.

### **Risk of Loss**

All items purchased from our Website are made pursuant to a shipment contract with USPS. This means that the risk of loss and title for such items pass to you upon our delivery of the item(s) to the carrier.

### **Warranties**

The Website, its contents, and all information and products, contained in or offered through the Website are provided on an "as is" and "as available" basis without representations or warranties of any kind. To the extent allowed by law, we expressly disclaim all representations and warranties, either express or implied, including, without limitation, warranties of title, merchantability, fitness for a particular purpose, or non-infringement and any implied warranties arising from course of dealing or course of performance. We do not warrant that the Website or its contents will be complete, accurate, uninterrupted, secure, or error free or that the Website or

the server that makes it available are free of viruses or other harmful components. All information on the Website is subject to change without notice.

If you are not happy with your products purchased from us, we will accept a return of the products and refund amounts paid as set forth in our Refund Policy located at [INSERT URL].

### **Indemnification**

You agree to defend, indemnify, and hold us harmless from and against all claims, losses, damages, liabilities, costs, and expenses, including attorneys' fees, arising from or related to your (i) use of the Website or any products purchased through the Website, or (ii) violation of any of these Terms.

### **Limitation of Liability**

In no event shall we be liable to you for any direct, indirect, consequential, special, or incidental damages arising out of or related to your use of or inability to use this site or goods or services purchased or obtained through the Website, whether in an action under contract, negligence, or any other theory, even if we have been advised of the possibility of such damages. Our total liability for any claim arising from or related to your use of the Website or products purchased on the Website shall not exceed the amounts paid by you for the products purchased from us.

### **Intellectual Property Rights**

The Website and its contents, including, but not limited to, text, photographs, graphics, illustrations, video, sound, and other material (all such content collectively referred to as "Content") are protected under United States and international copyright laws and are the property of us or our third-party licensors. All rights reserved. All logos, splash screens, page headers, custom graphics, and button icons displayed on the Website are our service marks, trademarks, and/or trade dress (collectively, "Marks") or our third-party licensors. Except as specifically permitted herein, copying, distributing,

### **Miscellaneous**

These Terms are governed by and shall be construed in accordance with the laws of the State of Minnesota without giving effect to any principles of conflicts of law. All claims arising out of or relating to these Terms or the products will be litigated exclusively in the federal or state courts of Ramsey County, Minnesota, USA, and you consent to personal jurisdiction in those courts.

If you do not comply with these Terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

**ANY CAUSE OF ACTION OR CLAIM THAT YOU MAY HAVE WITH RESPECT TO THE WEBSITE MUST BE COMMENCED WITHIN ONE-YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES.**

If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, it will not affect the validity and enforceability of any remaining provisions.

These Terms are effective unless and until terminated by us.