

# Terms & Conditions

May 3, 2021

This website is owned and operated by Cheryl Beckerich, doing business as Wise Owl Knits. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors knitting patterns for hand knitters and support for knitting those patterns. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

There is no age restriction for this website.

## Purchase policy

When buying pattern(s), you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it; (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

The prices we charge for using our services / for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur.

All patterns are pdf downloads. You will receive an email with the download link(s) upon completion of your purchase. The email will come from [cheryl@wiseowlknits.com](mailto:cheryl@wiseowlknits.com). Please add this address to your address book to ensure delivery. If you do not receive the email, please email us. Download links are valid for 30 days.

## Return and refund policy

Patterns purchased are pdf downloads and as such they are not returnable. No refunds will be offered. If you do not receive your download, contact [cheryl@wiseowlknits.com](mailto:cheryl@wiseowlknits.com) and a replacement will be sent.

## Retention of right to change offering

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

## Warranties & responsibility for patterns

If you find a mistake or error in a pattern, please let us know. If the mistake or error is deemed valid, we will correct the pattern and will replace the pattern with a corrected pdf.

## Ownership of intellectual property, copyrights and logos

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Cheryl Beckerich and Wise Owl Knits. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

You recognize and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text and

literary works) through any means to the website, you confirm that you own all the relevant rights or received the appropriate license to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed at the website.

All knitting patterns created and sold, or provided at no charge, are protected under the copyright laws of the United States of America. Patterns are for personal use only and should not be used commercially.

### **Right to suspend or cancel user account**

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment

### **Indemnification**

You agree to indemnify and hold Cheryl Beckerich and Wise Owl Knits harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

### **Limitation of liability**

To the maximum extent permitted by applicable law, in no event shall [website owner], be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, Cheryl Beckerich and Wise Owl Knits assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

### **Right to change and modify Terms**

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review this page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

### **Promotional emails and content**

You agree to receive, from time to time, promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you do not want to receive such promotional materials or notices – please just notify us at any time. [cheryl@wiseowlknits.com](mailto:cheryl@wiseowlknits.com)

### **Preference of law and dispute resolution**

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of Marion County in Indiana, United States of America without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Indianapolis. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

### **Group membership**

Wise Owl Knits makes use of groups or user communities for Knit-a-longs and test knits. Users that join a community have a public profile that is publicly visible to site visitors, and that their public activity (such as their posts or comments) will be visible to other visitors of the website.

Users of the groups can always opt-out and exit the community, and upon doing so, such user's profile will not be publicly visible.

### **Customer support details & contact info**

Customers can contact [cheryl@wiseowlknits.com](mailto:cheryl@wiseowlknits.com) for pattern support.