

## **ChompShop, Inc.**

### **Terms of Service**

*Last Updated: 7/31/2025*

**PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THIS SITE. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF SERVICE, PLEASE DO NOT ACCESS THIS SITE, USE THE SERVICES, OR INDICATE ACCEPTANCE OF THESE TERMS.**

These Terms of Service (“**Terms**” or “**Terms of Service**”) constitute an agreement between you (“**you**” or the “**user**”) and ChompShop, Inc. and its affiliates, subsidiaries or assigns (collectively, “**ChompShop**,” “**we**,” “**us**” or “**our**”). This website <https://chompshop.com/> and its associated platforms such as the Inventor’s Club (collectively, the “**Site**”) is owned and operated by ChompShop. Access and use of this Site and our services provided through the Site, our, backing our project and when you interact with us offline or otherwise (together, the “**Services**”) (including the purchase of any products offered on the Site (“**Products**”)) are provided by ChompShop to you on condition that you accept these Terms of Service. By accessing or using the Services, you signify that you have read, understand, and agree to be bound by these Terms of Service. If you do not agree to accept these Terms of Service, you may not access or use the Services.

We reserve the right at any time to change: (i) the terms and conditions of these Terms of Service; (ii) the Services, including terminating, eliminating, supplementing, modifying, adding or discontinuing any content or feature or data or service on or available through the Services or the hours that they are available; (iii) any fees or charges, if any, related to the use of the Services; and (iv) the equipment, hardware or software required to use and access the Services.

Any changes we make to these Terms of Service will be effective immediately upon posting on this Site. Please return to this Site periodically to ensure you are familiar with the most current version of these Terms of Service.

#### **1. DISPUTE RESOLUTION**

**PLEASE READ THIS SECTION CAREFULLY BECAUSE IT LIMITS THE MANNER IN WHICH YOU AND CHOMPSHOP CAN SEEK RELIEF FROM EACH OTHER AND REQUIRES ALL DISPUTES TO BE BROUGHT SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ACTION OR ANY OTHER KIND OF REPRESENTATIVE PROCEEDING.**

(a) **Governing Law and Venue.** These Terms, and all matters relating to the Services, and any disputes and claims arising therefrom or related thereto between you and ChompShop (in each case, including non-contractual disputes or claims) will be governed by Delaware law, without regard to its principles of conflicts of law that might require the application of the laws of another jurisdiction. You and ChompShop agree to the exclusive jurisdiction of the federal and state courts located in Delaware, and you and ChompShop agree to submit to the exercise of personal jurisdiction of such courts for the purposes of litigating any applicable Dispute.

(b) “**Disputes**” are any disputes, claims, actions, and other controversies between you and ChompShop or between you and the affiliates or agents of ChompShop that, in either case, arise out of or relate to these Terms, the Services, or any other products or services related thereto, whether based in contract, tort, warranty, fraud, misrepresentation, statute, regulation, or another legal or equitable basis.

(c) **Informal Dispute Resolution Prior to Litigation.** If you have a Dispute with ChompShop or if ChompShop has a Dispute with you, you or ChompShop must first attempt to resolve the Dispute through informal negotiation for a period of sixty (60) days, or such longer period as mutually agreed in writing (email suffices) by the parties (“**Informal Resolution Period**”) from the day either party receives a written notice of a Dispute from the other party (a “**Claimant Notice**”) in accordance with these Terms. The Informal Resolution Period is designed to allow the party who has received a Claimant Notice to make a fair, fact-based offer of settlement if it chooses to do so. The statute of limitations and any filing fee deadlines for a Dispute will be tolled for the duration of the Informal Resolution Period for that Dispute so that the parties can engage in this informal dispute-resolution process.

A valid Claimant Notice must be in writing and include all of the following: (i) the name, address and email address of the party giving notice, (ii) a description of the nature and facts of the Dispute, (iii) the relief requested, including the damages sought, if any, and a detailed calculation of them, (iv) an acknowledgement that the Dispute is subject to these Terms, and (v) a personally signed statement from the claimant (and not their counsel) verifying the accuracy of the contents of the notice. A Claimant Notice must be individualized, meaning it can only concern yours or ChompShop’s Dispute and no other person’s or entity’s Dispute.

You will send any Claimant Notice to ChompShop at the following address:

ChompShop

Re: Notice of Dispute

P.O. Box 880, Narberth, PA 19072

with a copy by email to [hello@chomps.shop](mailto:hello@chomps.shop), with the subject heading: “Notice of Dispute.”

We will send any Claimant Notice to you at the contact information we have for you.

If a party receives a Claimant Notice, the receiving party will acknowledge receipt of the Claimant Notice and make a good faith effort during the Informal Resolution Period to either resolve the Dispute or explain why the claimant is not entitled to relief. Neither you nor ChompShop may commence any court action or other legal proceeding regarding a Dispute before the end of the Informal Resolution Period. If you or ChompShop file a court action or other legal proceeding regarding a Dispute without complying with the requirements in Section 1, including waiting until the conclusion of the Informal Resolution Period, the other party may (i) seek relief from a court to enjoin the filing until the requirements in this Section are fully met

and (ii) seek damages from the party that has not followed the requirements in this Section to reimburse it for any costs incurred as a foreseeable consequence of that breach.

(d) **Meet and Confer.** The recipient of a Claimant Notice may request an individualized telephone or video settlement conference, and both parties shall personally attend (with counsel, if represented) any conference that is held. You and ChompShop agree to work cooperatively to schedule the conference at the earliest mutually convenient time (with the Informal Resolution Period being extended as needed until that time) and to seek to reach a resolution during any such conference.

(e) **CLASS ACTION WAIVER.** This Section 1(e) will apply to the fullest extent permitted by applicable law. NO DISPUTE SHALL BE JOINED TO ANY OTHER DISPUTE, INCLUDING ANY DISPUTE INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICES. NO CLASS ACTION PROCEEDINGS OR ANY PROCEEDINGS IN WHICH EITHER YOU OR CHOMPSHOP ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY SHALL BE PERMITTED, AND NEITHER YOU NOR CHOMPSHOP WILL PARTICIPATE AS A CLASS MEMBER IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THESE TERMS, THE SITE, THE SERVICES OR ANY OTHER PRODUCTS OR SERVICES RELATED THERETO. ANY RELIEF MAY BE AWARDED ONLY INDIVIDUALLY AND ONLY TO THE EXTENT NECESSARY TO REDRESS YOUR OR CHOMPSHOP'S INDIVIDUAL CLAIM(S); RELIEF MAY NOT BE AWARDED ON BEHALF OF OTHERS OR THE GENERAL PUBLIC.

(f) **One Year to Assert Claims.** In no event shall you or ChompShop send a Claimant Notice or commence litigation over any Dispute more than one (1) year after the Dispute first arose. After such time, the Dispute is permanently barred, which means that you or ChompShop will no longer have the right to assert that Dispute.

(g) **Severability.** If any part of this Section 1 is found to be unlawful or unenforceable for any reason, including but not limited to because it is found to be unconscionable, (i) the unenforceable or unlawful provision will be severed from these Terms and (ii) the remainder of these Terms will remain in effect. If the class action waiver in Section 1(e) is found to be unlawful or unenforceable in a state for any reason, to the fullest extent allowed by applicable law, claimants may seek certification only of a class composed of residents of that state. Further, if any part of this Section 1 is found to unlawfully prohibit an individual claim seeking public injunctive relief that provision will have no effect to the extent such relief is allowed to be sought, and the remainder of this Section 1 will be enforceable.

(h) **Third-Party Beneficiaries.** You must resolve Disputes with our past, present, and future affiliates and agents as though they were or are ChompShop. Such affiliates and agents are third-party beneficiaries of this Section 1 and can enforce this Section 1 as though they were or are ChompShop in the event they become involved in a Dispute with you. Otherwise, these Terms are only for the benefit of, and will only be enforceable by, you and ChompShop only and do not give rights to any third parties.

## **2. YOU AGREE TO OUR PRIVACY POLICY**

**ChompShop has made a commitment to protecting the privacy of those who use the Services. Please review our Privacy Policy, which is incorporated by reference in these Terms of Service. By using the Services, you are consenting to and agreeing to be bound by the [Privacy Policy](#).**

When you use the Services, you consent to receive communications from us electronically via the Services, email, or otherwise. You agree to provide accurate, current, and complete information about yourself when you use the Services and to update such information while you continue to use the Services.

To the extent permitted by law, ChompShop reserves the right to automatically process your personal information using technologies that use machine learning and/or artificial intelligence. You further acknowledge that by using certain aspects of the Services, you may be interacting with functions that involve the use of machine learning or artificial intelligence.

### **3. USE OF THIS SITE**

If you access this Site from outside of the United States, you do so at your own risk and are responsible for compliance with local, national, or international laws. In particular, you understand that this Site, the Services, or both may not be available in all countries and that you are responsible for ensuring that it is lawful for you to use this Site and receive the Services in your location.

Some countries may have laws that forbid participating in the activities we offer on the Site or Services. These restrictions might include a minimum age for using the Internet or entering into contracts like these Terms of Service. You are responsible for making sure you can use this Site and the Services in the location you reside in. Continuing to use the Site represents and warrants to us that you have verified that you are permitted to use the Site and Services in your jurisdiction.

### **4. ELIGIBILITY**

You represent and warrant that you: (a) are above the legal age of majority in your jurisdiction of residence; (b) have not previously been suspended or removed from the Site or our Services; and (c) have full power and authority to enter into these Terms, and in doing so will not violate any other agreement to which you are a party. There are certain portions of the Site that are directed at children. By allowing your child under 13 to access those portions of the Site, you agree that you will supervise the child's use of the Site, that you consent to such use, and that you will ensure your child will not navigate outside of the portions of the Site that are intended for children.

### **5. SALE OF PRODUCTS**

This Site may allow you to purchase Products from time to time. We reserve the right to refuse service to anyone, at any time, for any reason.

Should you choose to purchase a Product, please note that advertisements on this Site for Products are invitations to you to make offers to purchase Products and are not offers to sell. Your properly completed and delivered order form constitutes your offer to purchase the Products referenced in your order. Your order for a Product will be deemed to be accepted only if and when we send an order confirmation to your email address. Notwithstanding our reserved right to cancel your order at any time for any reason, that confirmation constitutes our acceptance of your order.

Some situations may result in your order for Product(s) being cancelled. These include, but are not limited to: (i) limitations on the quantities of any Products available for purchase; (ii) inaccuracies or

errors in Product or pricing information; (iii) Product restrictions mandated by local, provincial, national or international regulations; and (iv) problems identified by our credit and fraud avoidance group. We may also require additional verifications or information before accepting any order.

For the avoidance of doubt, we reserve the right, at our sole discretion to limit quantities available for sale or sold, and the right at any time to reject, correct, cancel or terminate any order for reason whatsoever. We will contact you if all or any portion of your order is cancelled or if additional information is required to accept your order. If your order is cancelled after your credit card has been charged, we will issue a credit to the credit card you used to make the purchase in the amount of the charge.

Subject to applicable laws, we may amend this Site, and the Products listed on this Site, and/or the amounts that we charge for same at any time, without prior notice.

SUBJECT TO SECTION 8 BELOW AND THE [RETURN POLICY](#), ALL SALES ARE FINAL.

## 6. PAYMENT

Product prices do not include any applicable sales, use, excise, value-added or other taxes or governmental charges, and you shall be responsible for same. Also note that the price of any Product on our Site does not include shipping and handling, payment processing fees, or any other processing fees or expenses. You are also responsible for the payment of each of these.

At the time you place an order for Products, you will be required to provide your payment information. You represent and warrant that: (i) such information is both valid and correct; and (ii) you are the person referred to in the payment information provided.

Please note that the credit card issuers whose credit cards we accept (the “**Payment Networks**”) have established guidelines, bylaws, rules, and regulations (collectively, the “**Payment Network Rules**”). We are required to comply with all applicable Payment Network Rules. The Payment Networks may amend the Payment Network Rules at any time and without notice to us or to you. We reserve the right to amend these Terms at any time for the purposes to comply with: (i) the Payment Network Rules; as well as (ii) the requirements of our third party payment processing service provider.

To purchase any Products:

- you must have been issued a valid credit/debit card from a member of the Payment Network who has authorized ChompShop to process a charge on their credit/debit card in the amount of the total purchase price for the Products; and
- you also consent to be billed for each transaction under these Terms in compliance with: (i) applicable legal requirements; and (ii) the requirements disclosed to you by your credit card issuer.

Under no circumstances will we be responsible: (i) for any charges that your credit card issuer may apply to you as a result of our processing your order; (ii) if your credit card issuer refuses or fails to authorize payment by you; or (iii) for any delays or non-delivery of the item that you endeavored to purchase arising from any validation checks that may be carried out regarding your payment or identification.

## 7. SHIPPING AND DELIVERY

As provided above, you are responsible for all shipping and handling costs or fees associated with your purchase.

Title to any Products purchased by you and risk of loss shall pass onto you upon delivery of the Products to a shipper/carrier. ChompShop cannot be held responsible for packages that are undeliverable or delivered to an incorrect address due to incorrect or incomplete address information entered (customer address input error).

## **8. RETURNS AND REFUNDS**

At ChompShop, we're dedicated to providing a fair and straightforward return process. We offer returns for both unused and used products within the specific conditions outlined below.

However, no returns or exchanges will be accepted:

### **Change of Mind Product Returns (thirty (30) days)**

- **Eligibility:** If you wish to return your Product within thirty (30) days of receiving it, we are happy to accept the return.
- **Conditions for Refund or Exchange:** Your request for a return must be received within thirty (30) days of your receipt of the ChompSaw.
- **Return Shipping:** A return label will be generated for you, and the cost of return shipping will be deducted from your refund.
- **Refund Process:** Once the ChompSaw arrives at our warehouse, we will process your refund. Please allow up to seven (7) business days after we receive your return for the refund to reflect in your account.

### **Products with Manufacturing Defects (1 year)**

- **Eligibility:** If you've opened and used your ChompSaw and are experiencing issues, please contact us. We'll assign your case to one of our engineers who will work with you to diagnose and do their best to resolve the problem remotely before further steps are taken.
- **Conditions for Refund or Exchange:**
  - **Time Frame:** Your request for a return must be received within one (1) year from the date you received your ChompSaw.
  - **Manufacturing Defect:** The issue must be due to a manufacturing defect, in ChompShop's sole opinion, and not a result of user damage or misuse outside the scope defined in the user manual.
  - **Unable to Resolve Remotely:** The issue must be verifiable by our engineer, and our engineer must not be able to resolve the issue remotely.
- **Return Shipping:** For a ChompSaw that meets the above conditions, a return label will be generated for you, and the cost of return shipping will be covered by us for verified defective products.

- **Refund Process:** Once the defective ChompSaw arrives at our warehouse, we will process a refund or exchange for a new ChompSaw based on your preference.

We strive to make your experience with ChompSaw satisfying, and our engineers are here to ensure you're equipped with a reliable machine. Thank you for choosing ChompShop!

If you have any questions, please email us at [hello@chompshop.com](mailto:hello@chompshop.com).

## 9. SHIPPING POLICY

Shipping costs will not be refunded if the order is returned. ChompShop makes no promises, warranties, representations, or guarantees that any Product will arrive at any particular time or date.

ChompShop makes no guarantees related to shipping or delivery timelines associated with pre-orders of the Products.

Once your order has left our warehouse, you will receive a shipment confirmation email. The email will contain shipment details, your tracking number, and a link to the selected carrier site.

### *Taxes & Duties*

Prices displayed on the Site do not include taxes. When you proceed to purchase your order, sales tax (where applicable) and shipping charges will be calculated on the total value of product, and will be displayed on the checkout page.

If you have any questions, please email us using the information in the “**Contact Us**” section below.

## 10. SERVICES AND YOUR ACCOUNT

In order to access and use certain Services available on this Site, you may need to sign up for, open and maintain an account (your “**Account**”) with us. Prior to completing the signup process for your Account, you may be required to confirm your acceptance of all of the terms and conditions of these Terms of Service. If you do not agree to these Terms of Service, you may not sign up for an Account and you shall not have the right to use such Services.

You represent and warrant that at all times you will: (i) provide accurate, current and complete information about yourself as prompted by our registration form or otherwise; and (ii) maintain and promptly update your information (including your e-mail address) to keep it accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we shall have the right to suspend or terminate your account and any or all privileges on the Services and to refuse any and all current or future use of the Services.

During the registration process, you may be required to choose a username and enter your email address. You acknowledge and agree that ChompShop may rely on this email address or user name to identify you. You shall be responsible for protecting the confidentiality of your user name(s), student identification number, and/or password(s), if any. You are responsible for all use of your Account, regardless of whether you authorized such access or use, and for ensuring that all use of your Account complies fully with the provisions of these Terms of Service. You must not choose a username that infringes the rights of any third party or which is offensive, racist, obscene, hurtful, unlawful, or otherwise inappropriate. You



agree not to transfer your right to use or access this Site or the Services via your username or password to any third person, except for sharing a unique account information with your dependent-child.

WE HEREBY DISCLAIM ANY AND ALL LIABILITY FOR ANY UNAUTHORIZED USE OF YOUR ACCOUNT FOR WHICH WE ARE NOT RESPONSIBLE.

Any conduct that in our sole discretion restricts or inhibits anyone else from using or enjoying the Services will not be permitted. We reserve the right in our sole discretion to remove or edit any content and to terminate your Account for any reason.

If you wish to delete your account or terminate your subscription, you can do so at any time. In the event of termination, you will still be bound by your obligations under these Terms.

## **11. MOBILE DEVICES**

If you use a mobile device to access the Services optimized for mobile viewing, or use a mobile application, the following additional terms and conditions also apply.

You understand that wireless service through Wi-Fi or a participating mobile service provider may not be available in all areas at all times and may be affected by product, software, coverage, or other service changes made by your mobile service provider or otherwise. You agree that you are solely responsible for all message and data charges that apply to use of your mobile device to access the Site. All such charges are billed by and payable to your mobile service provider. Please contact your participating mobile service provider for pricing plans, participation status and details.

## **12. ELECTRONIC MESSAGES**

By accessing our Site, signing up for Services, creating an account with us, or typing your name into any of our electronic forms and indicating your acceptance or submission of information by clicking a box, you consent to (i) us communicating with you electronically; (ii) receiving all applications, notices, disclosures, and authorizations from us (collectively, “**Records**”) electronically; and (iii) entering into agreements and transactions using electronic Records and signatures. Please note that federal law treats electronic signatures as having the same legal force and effect as if they were signed on paper by hand, and online contracts have the same legal force as signing an equivalent paper contract in ink. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You must have a computer or other web-enabled device, an internet connection, an active email account, and the ability to receive and read PDF files to conduct business with us electronically. You agree to be responsible for keeping your own Records. If you require assistance with your Records or if you wish to receive Records in paper format or to withdraw your consent to receiving electronic Records from us, please contact us at [hello@chompshop.com](mailto:hello@chompshop.com). Agreements and transactions executed prior to this request will remain valid and enforceable.

## **13. OUR MATERIALS**

ChompShop may make certain digital reproductions of materials, information, content, software, or other materials (including but not limited to intellectual property, database rights, graphics, videos, text, and logos) available to you from this Site from time to time (collectively, the “**ChompShop Materials**”). This Site (including its organization, presentation and ChompShop Materials) is the property of ChompShop and its licensors and may be protected by intellectual property laws including laws relating to copyrights, trademarks, trade names, internet domain names and other similar rights. ChompShop or



its licensors own all related trademarks and logos, and you agree not to copy or use them in any manner except as permitted.

By using the Services, we grant you a non-exclusive, non-transferrable, non-sublicensable right and license to use the ChompShop Materials for your personal use only. If you download, access or use any ChompShop Materials, you agree that such materials: (i) may only be used for your personal use; (ii) may not be modified, used to create a derivative work, incorporated into any other work or otherwise exploited without ChompShop's prior written permission; (iii) shall not be submitted to, processed by, or otherwise fed into any artificial intelligence or automated processing software; and (iv) shall only be used in compliance with any additional license terms accompanying such materials.

#### **14. USER CONTENT**

You are solely responsible for the content and information (collectively referred to as “**User Content**”) that you post or upload on the Services including feedback or questions. By submitting User Content to the Services, you automatically grant ChompShop the royalty-free, perpetual, worldwide, irrevocable, non-exclusive right and license, but not the obligation, to use, publish, reproduce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sub-license and otherwise exploit such User Content (in whole or in part) worldwide in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such User Content, without payment to you or to any third parties. You acknowledge and agree that this license includes the right to reproduce User Content, including any personal information or your likeness, for marketing and advertising purposes.

User Content uploaded or otherwise communicated on the Services shall comply with all applicable law and regulations and any applicable third party agreements, which you are responsible for knowing and understanding. You are prohibited from posting or otherwise communicating to us, or any other user of the Services:

- (a) any offensive, inaccurate, incomplete, abusive, obscene, profane, threatening, defamatory, intimidating, harassing, racially offensive, or illegal material, or any material that infringes or violates another person's rights (including intellectual property rights, and rights of privacy and publicity);
- (b) any violent, vulgar, obscene, pornographic, or otherwise sexually explicit User Content;
- (c) User Content that harms or reasonably can be expected to harm any person or entity; infringes on any right of a third party including (i) copyright, patent, trademark, trade secret or other proprietary or contractual rights, (ii) rights of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) personality or publicity; or (iii) any confidentiality obligation;
- (d) User Content that is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, harassment, theft, or conspiracy to commit any criminal activity;
- (e) anything that (i) does not generally pertain to the designated topic or theme of the Site or the Services (including anything, in ChompShop's sole opinion, that is not suitable for children; (ii) violates any specific restrictions applicable to the Site or the Services,

including age restrictions and procedures; or (iii) is antisocial, disruptive, or destructive, including anything that can be construed as “spamming,” “flooding,” or “trolling,” as those terms are commonly understood and used on the Internet; or

- (f) anything that: (i) expresses or implies that any statements you make or actions you take are endorsed by us; (ii) impersonates another person (including celebrities); (iii) indicates that you are a ChompShop employee, representative of ChompShop; or (iv) attempts to mislead users by indicating that you represent ChompShop or any of ChompShop’s partners or affiliates.

You understand and agree that we, without any obligation to do so, may monitor or review any User Content you post, upload or otherwise communicate through the Services. We reserve the right to remove any such User Content, in whole or in part, at our sole discretion, that violates these Terms, is likely to harm our reputation, is deemed inappropriate or otherwise poses a risk of harm to any other person. We reserve the right to deactivate your account or otherwise prevent your use and/or participation on Services at any time and for any reason.

You agree that we may access, preserve and disclose your account and any User Content posted, uploaded, received or otherwise communicated if required to do so by law or with the good faith belief that such access, preservation or disclosure is reasonably necessary to: (i) comply with an enforceable subpoena or other legal process; (ii) enforce these Terms; (iii) respond to claims that any information violates the rights of third parties; (iv) respond to your requests for customer service or allow you to use the Services in the future; or (v) protect the rights, property or personal safety of ChompShop or its members, employees, agents, affiliates, partners, communities or any other person.

If it is determined that you retain moral rights (including rights of attribution or integrity) in the User Content, you hereby declare that (a) you do not require that any personal data, personal information, personally identifying information, or equivalent term be used in connection with the User Content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of the User Content by ChompShop or its licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the User Content; and (d) you forever release ChompShop, and its licensees, successors and assigns, from any claims that you could otherwise assert against ChompShop, or any of its assigns or affiliates, by virtue of any such moral rights. You also permit any other user to access, view, store, or reproduce the User Content for that user’s personal use.

User Content submitted by you will be considered non-confidential and ChompShop is under no obligation to treat such User Content as proprietary information. Without limiting the foregoing, we reserve the right to use any User Content as it deems appropriate, including, without limitation, deleting, editing, modifying, rejecting, or refusing to post it. ChompShop is under no obligation to edit, delete or otherwise modify User Content once it has been submitted to us. We shall have no duty to attribute authorship of User Content to you, and shall not be obligated to enforce any form of attribution by third parties.

Please note that we do not make any representations, warranties or guarantees that: (i) the Site, the Services, or any portion thereof, will be monitored (*e.g.*, for accuracy or unacceptable use); (ii) apparent statements of fact will be authenticated; or (iii) we will take any specific action (or any action at all) in the event of a challenge or dispute regarding compliance or non-compliance with these Terms of Service. We generally do not pre-screen any communications, content or other materials before it is posted, uploaded, transmitted, sent or otherwise made available on the Site or through the Services by users, so you may be

exposed to certain communications, content or other materials that is opinionated, offensive, inappropriate, and/or violates these Terms of Service.

## **15. INTELLECTUAL PROPERTY**

The Services, the content, any materials or information downloaded, and all intellectual property pertaining to or contained on the Services (including but not limited to copyrights, patents, database rights, graphics, designs, text, logos, trade dress, trademarks, and service marks) are owned by ChompShop or third parties; all rights, title, and interest will remain the property of ChompShop and/or such third-party owner, as applicable. All content is protected by trade dress, copyright, patent, and trademark laws, as well as various other intellectual property and unfair competition laws.

You are authorized to view and retain a copy of pages of the Services only for your own personal, non-commercial use. You may also view and make copies of relevant documents, pages, images, or other materials on the Services for the purpose of transacting business with us. You may not tokenize copies of the pages of the Services or any other content on the Services. You agree that you will not duplicate, publish, modify, create derivative works from, participate in the transfer of, or in any way distribute or exploit the Services, or any portion of the Services, for any public or commercial use, without our prior express written consent. Additionally, you agree that you: (a) will not remove or alter any author, trademark, other proprietary notice, or legend displayed on the Services (or printed pages produced from the Services), and (b) will not make any other modifications to any documents obtained from the Services other than in connection with completing information required to transact business with ChompShop.

## **16. INTELLECTUAL PROPERTY INFRINGEMENT**

ChompShop respects the intellectual property rights of others, and we ask you to do the same. This section discusses infringement of intellectual property, including under the Digital Millennium Copyright Act, 17 USC Section 512 *et seq.* (“**DMCA**”). ChompShop may, in appropriate circumstances and at our discretion, terminate service and/or access to this Site to users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on the Site and/or in the Services, please provide ChompShop’s designated agent the following information:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (b) Identification of the copyrighted and/or trademarked work claimed to have been infringed, or if multiple works at a single online location are covered by a single notification, a representative list of such works at that location.
- (c) Identification of 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 at the Site, and information reasonably sufficient to permit ChompShop to locate the material.
- (d) Information reasonably sufficient to permit ChompShop to contact you as the complaining party, such as an address, telephone number, and, if available, an e-mail address at which you may be contacted.
- (e) A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law.

- (f) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

ChompShop's agent for notice of claims of copyright or trademark infringement can be reached at kausi@chompshop.com.

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

#### *Submitting a DMCA Counter-Notification*

We will notify you that we have removed or disabled access to copyright-protected material that you provided if such removal is pursuant to a valid DMCA take-down notice that we have received. If you receive such notice from us, you may provide us with a counter-notification, in writing, to ChompShop's designated agent that includes all of the following information:

- (a) Your physical or electronic signature;
- (b) Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- (c) A statement from you, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- (d) Your name, physical address, and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which ChompShop may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

#### *Termination of Infringers*

ChompShop reserves the right, at its sole discretion, to terminate the account or access of any user of the Site who is the subject of DMCA or other infringement notifications

### **17. AVAILABILITY**

We cannot and do not promise that the Site or the Services will be uninterrupted, secure, or error-free. We reserve the right to interrupt/suspend this Site or the Services, or any part thereof, with or without prior notice for any reason.

### **18. ACCESS TO THE INTERNET**

You are solely responsible for obtaining and maintaining all internet, computer hardware and other equipment needed to access and use this Site and the Services, and you shall be solely responsible for all charges and fees related thereto.

Please note that the Internet is not a fully secure medium and any communication may be lost, intercepted or altered. ChompShop is not liable for any damages related to communications to, or from, this Site or the Services.

## **19. CURRENCY OF SITE**

ChompShop cannot and does not guarantee or accept any responsibility or liability for the accuracy, currency or completeness of the information on this Site and the Services. We have the right, but not the obligation, to correct any errors, inaccuracies or omissions and to change or update this Site (including the ChompShop Materials) and the Services at any time, without prior notice to you. The appearance of our Products may vary from posted images following pre-order, while the concept will remain accurate.

## **20. LINKS TO OTHER SITES AND SERVICES**

This Site or the Services may contain links to outside services and resources, the availability and content of which ChompShop does not control. The inclusion of these links does not imply that ChompShop monitors or endorses these sites. We are not responsible for examining or evaluating, and we do not warrant the offering of these services and resources or the content of these websites. We do not assume any responsibility or liability for the actions, products, and content of these and any other websites. Any concerns regarding any such services or resources should be directed to the service or resource.

## **21. SECURITY**

ChompShop makes no warranty whatsoever to you, express or implied, regarding the security of the Site, including with respect to the ability of unauthorized persons to intercept or access information transmitted by you through the Site. ChompShop is not responsible for any losses resulting from the loss or theft of your device, the loss or theft of your information transmitted from or stored on your devices, or any losses arising from the use of your device by someone whom you have given access. You are required to notify us of any unauthorized use of the Site by using the contact information in the “**Contact Us**” section below.

Due to technical difficulties with the Internet, internet software or transmission problems could produce inaccurate or incomplete copies of information contained on this Site or the Services. Due to the ability to share certain content and materials, computer viruses or other destructive programs may also be inadvertently downloaded from this Site or the Services. ChompShop recommends that you install appropriate anti-virus or other protective software.

CHOMPSHOP SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SOFTWARE, COMPUTER VIRUSES OR OTHER DESTRUCTIVE, HARMFUL OR DISRUPTIVE FILES OR PROGRAMS THAT MAY INFECT OR OTHERWISE IMPACT YOUR USE OF YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING ON THE SITE OR THE SERVICES OR YOUR DOWNLOADING OF ANY USER MATERIALS OR OTHER CONTENT FROM THIS SITE.

## **22. SEVERABILITY/NO WAIVER**

If any provision of these Terms of Service is found to be unenforceable, then that provision shall be deemed severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions. ChompShop’s failure to enforce the strict performance of any provision of these Terms or the additional terms and conditions for any Service will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of these Terms or the additional terms and conditions.

Sections [1](#) (Dispute Resolution), [21](#) (Security), [23](#) (Disclaimers: Site and Services and Materials Provided “As-Is”), [24](#) (Limitation of Liability), [25](#) (Indemnification), and [26](#) (Term and Termination) will survive any termination of expiry of these Terms of Service.

### **23. DISCLAIMERS: SITE, SERVICES AND MATERIALS PROVIDED “AS-IS”**

THIS SITE, THE SERVICES AND THE CHOMPSHOP MATERIALS, AND THE PRODUCTS ARE PROVIDED “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS,” WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. CHOMPSHOP DOES NOT REPRESENT OR WARRANT THAT THIS SITE, THE SERVICES, OR THE CHOMPSHOP MATERIALS WILL MEET YOUR REQUIREMENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CHOMPSHOP, OR THROUGH THE SITE SHALL CREATE ANY WARRANTY REGARDING THE SERVICES NOT EXPRESSLY STATED IN THESE TERMS. YOU UNDERSTAND AND ACKNOWLEDGE THAT ADDITIONAL DISCLAIMERS, LIMITATIONS, AND NOTICES REGARDING THE SERVICES AND ITS CONTENT AND DATA MAY BE PROVIDED BY CHOMPSHOP FROM TIME TO TIME WITHIN THE SERVICES.

These Terms were written in English (US). Any translated version is provided solely for your convenience using third party translation services such as Google Translate. You understand and agree that ChompShop in no way controls or is responsible for any third-party product or service accessed through the Site.

YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. THE SITE IS INTENDED FOR GENERAL INFORMATIONAL PURPOSES ONLY. WE MAKE NO REPRESENTATION OR WARRANTY REGARDING THE ACCURACY OF TRANSLATIONS OF THE SERVICES. PLEASE SEEK INDEPENDENT TRANSLATION SERVICES TO VERIFY ANY INFORMATION ON WHICH YOU RELY. NOTHING STATED, POSTED, OR AVAILABLE THROUGH ANY SERVICES IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, AN OFFICIAL AND VERIFIED TRANSLATION OF THE SERVICES.

WE DO NOT WARRANT THAT THE SITE AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL CONTENT. IF YOUR USE OF THE SERVICES, THE MATERIAL, OR THE SOFTWARE RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE ARE NOT RESPONSIBLE FOR THOSE COSTS.

Please note that some jurisdictions do not allow the disclaimer of certain representations or warranties, so the disclaimer in this Section 23 will apply to you to the extent permitted by applicable law.

### **24. LIMITATION OF LIABILITY**

YOU AGREE THAT NONE OF THE PROTECTED PARTIES (AS DEFINED BELOW) SHALL HAVE ANY LIABILITY TO YOU UNDER ANY THEORY OF LIABILITY OR INDEMNITY IN CONNECTION WITH YOUR USE OF THE SITE AND/OR SERVICES. YOU HEREBY RELEASE AND FOREVER WAIVE ANY AND ALL CLAIMS YOU MAY HAVE AGAINST THE PROTECTED PARTIES (INCLUDING BUT NOT LIMITED TO CLAIMS BASED UPON THE NEGLIGENCE OF ANY OF THE PROTECTED PARTIES) FOR LOSSES OR DAMAGES YOU SUSTAIN IN CONNECTION WITH YOUR USE OF THE SITE AND/OR SERVICES. IN NO EVENT SHALL THE PROTECTED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT

OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF THE PRODUCTS OR SERVICES, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES..

THE AGES DISPLAYED ON OR RELATED TO THE USE OF THE PRODUCTS ARE A SUGGESTION. IT IS UP TO PARENTS AND GUARDIANS TO ASSESS WHETHER THE USE OF THE PRODUCTS ARE APPROPRIATE FOR EACH INDIVIDUAL CHILD. PARENTS OR GUARDIANS ARE RESPONSIBLE TO SUPERVISION DURING A CHILD'S USE OF OUR PRODUCTS. RESPONSIBLE USE OF OUR PRODUCTS MAY INCLUDE, BUT IS NOT LIMITED TO, THE PROVISION AND USE OF PROPER SAFETY EQUIPMENT, SUPERVISION BY AN ADULT DURING OPERATION, AND PROPER INSTRUCTION GIVEN TO THE CHILD. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE OR INJURY RESULTING FROM IMPROPER SUPERVISION OF A CHILD DURING USE OF OUR PRODUCTS, FROM ABUSE OR MISUSE OF THE PRODUCTS, OR FROM TAMPERING OR MODIFYING THE PRODUCTS.

NOTWITHSTANDING THE FOREGOING PARAGRAPH AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF THE PROTECTED PARTIES, FOR ANY CLAIM, COST, DAMAGE, OR LOSS ARISING OUT OF OR RELATING TO THE SERVICES, INCLUDING FOR ANY WARRANTIES THAT MAY NOT BE EXCLUDED, SHALL NOT EXCEED THE LESSER OF THE AMOUNT YOU PAID TO US DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY OR \$10.00 (TEN DOLLARS) (USD) (THE "**LIABILITY CAP**"). CHOMPSHOP AND YOU AGREE THAT THE LIABILITY CAP SHALL INCLUDE ALL FORMS OF DAMAGES.

Some jurisdictions do not allow the exclusion or limitation of liability for certain types of damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

## **25. INDEMNIFICATION**

You will defend, indemnify, and hold ChompShop, each third-party service provider, their respective affiliates, subsidiaries, and parent companies, and their respective officers, directors, employees, agents, information providers, and partners (collectively, the "**Protected Parties**") harmless from and against any actual or threatened suit, actions, proceedings (at law or in equity), claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs, and expenses (including reasonable attorneys' fees, costs, penalties, interest, and disbursements) arising from or related to (a) your conduct with respect to the Services and/or (b) violation (or alleged violation) of these Terms by you or any other person accessing the Site or Services on your behalf. Under no circumstance will ChompShop be liable for damages of any kind that result from your use of, or the inability to use, the Services.

Please note that some jurisdictions limit the extent to which a party may indemnify another. As such, this provision will apply to you to the extent permitted by applicable law.

## **26. TERM & TERMINATION**

ChompShop may, from time to time, but is in no way obligated to, permit you to access and use this Site and the Services in accordance with these Terms of Service and in the manner more particularly set out herein. You acknowledge and agree (i) that access to this Site and the Services may not be available from time to time, may be amended, revised, replaced, suspended or terminated in whole or in part at any time and without notice, and (ii) that ChompShop shall not, in any event, be responsible to you in any way



should you be unable to access this Site and the Services at any time or from time to time. We may terminate these Terms of Service for convenience with no notice to you.

Upon termination of these Terms of Service, you shall immediately cease and desist from all use of this Site and the Services.

## **27. CHANGES**

You are responsible for reviewing these Terms regularly. ChompShop reserves the right, at any time, without notice to you, and in its sole discretion, to modify or discontinue the Services, these Terms, or any of our policies related to use of the Services. We will not amend Section 1 (Dispute Resolution) in a manner that adversely affects your rights or responsibilities in a material manner unless we give you a right to reject the amendment and/or the Class Action Waiver in its entirety. Revisions to these Terms or our policies may be provided through the Services, including by posting the revisions on the Services and updating the “Last Updated” date. Such revisions will go into immediate effect once posted to the Services. Continued use of the Services following such modifications to the Services, these Terms, additional terms and conditions for any service, or our other policies will constitute your acceptance of such modifications and revisions.

## **28. MISCELLANEOUS**

These Terms constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used in these Terms shall not be given any legal import.

These Terms of Service are not assignable, transferable, or sublicensable by you except with ChompShop’s prior written consent.

ChompShop may assign its rights and duties under these Terms of Service at any time without notice to you.

No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

## **29. CONTACT US**

If you need to contact us regarding this Site, the Services or these Terms of Service, please reach out to us at [hello@chompsshop.com](mailto:hello@chompsshop.com).