

## House Copper and Cookware Terms & Conditions

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Welcome to the House Copper and Cookware website. These Terms & Conditions apply to the website located at [www.housekeepercrocery.com](http://www.housekeepercrocery.com) and all other sites, mobile sites, services, applications, platforms, and tools where these Terms & Conditions appear or are linked (collectively, the "Site"). As used in these Terms & Conditions, "HC", "us", or "we" refers to House Copper and Cookware LLC.

### **YOUR USE OF THIS WEBSITE IS GOVERNED BY THESE TERMS & CONDITIONS**

BY ACCESSING OR OTHERWISE USING THE SITE YOU AGREE TO THESE TERMS & CONDITIONS. Please read these Terms and Conditions carefully before using the [www.housecopper.com](http://www.housecopper.com) website and/or mobile application operated by House Copper and Cookware LLC.

Your access to and use of the website and/or mobile application is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the website and/or mobile application (hereby described as the Site).

By accessing or using the Site, you agree to be bound by these Terms. If you disagree with any part of the Terms, then you may not access the Site.

Any person or entity who interacts with the Site through the use of crawlers, robots, browsers, data mining or extraction tools, or other functionality, whether such functionality is installed or placed by such person or entity or a third party, is considered to be using the Site. If at any time you do not accept all of these Terms & Conditions, you must immediately stop using the Site.

### Content

All content included on the Site, such as text, graphics, logos, images, audio clips, video, data, music, software, Application updates, and other material (collectively "Content") is owned or licensed property of HC or its suppliers or licensors and is protected by copyright, trademark, patent, or other proprietary rights. The collection, arrangement, and assembly of all Content on the Site is the exclusive property of House Copper and Cookware LLC and protected by U.S. and international copyright laws. HC and its suppliers and licensors expressly reserve all intellectual property rights in all Content.

## License & Access

HC grants you a limited license to access and make personal use of the Site and the Content for NONCOMMERCIAL PURPOSES ONLY and only to the extent such use does not violate these Terms & Conditions including, without limitation, the prohibitions listed in the "UNLAWFUL OR PROHIBITED USES" section of these Terms & Conditions. You may download, print, and copy Content for personal, noncommercial purposes only, provided you do not modify or alter the Content in any way, delete or change any copyright or trademark notice, or violate these Terms & Conditions in any way. Accessing, downloading, printing, posting, storing, or otherwise using the Site or any of the Content for any commercial purpose, whether on behalf of yourself or on behalf of any third party, constitutes a material breach of these Terms & Conditions. The Site is intended for use by individuals 13 years of age or older. If you are under 18, you may use this Site only with involvement of a parent or guardian.

## Unlawful or Prohibited Uses

The Site may only be used for lawful purposes in accordance with the terms of the license granted in these Terms & Conditions. As a condition of your use of this Site, you warrant to HC that you will not use the Site for any purpose that is unlawful or prohibited by these Terms & Conditions. Whether on behalf of yourself or on behalf of any third party, YOU MAY NOT:

- a. (a) Make any commercial use of the Site or its Content, including making any collection or use of any product listings, descriptions, prices, or images;
- b. (b) download, copy, or transmit any Content for the benefit of any other merchant;
- c. (c) use or attempt to use any engine, software, tool, agent, data, or other device or mechanism (including browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the Site other than the search engine and search agents provided by HC or generally publicly available browsers;
- d. (d) frame, mirror, or use framing techniques on any part of the Site without HC's express prior written consent;
- e. (e) make any use of data extraction, scraping, mining, or other data gathering tools, or create a database by systematically downloading or storing Site content, or otherwise scrape, collect, store, or use any Content, product listings, descriptions, prices, or images, except pursuant to the limited license granted by these Terms & Conditions;
- f. (f) use any meta tags or any other hidden text utilizing HC's name or marks;
- g. (g) misrepresent the identity of a user, impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or

entity in connection with the Site, or express or imply that we endorse any statement you make;

- h. (h) use a buying agent to conduct transactions on the Site;
- i. (i) conduct fraudulent activities on the Site;
- j. (j) violate or attempt to violate the security of the Site, including, without limitation: (i) accessing data not intended for you or logging onto a server or an account that you are not authorized to access; (ii) trying to change the behavior of the Site; (iii) attempting to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures; (iv) attempting to interfere with service to any user, host, or network, including, without limitation, via means of submitting malware to the Site, overloading, "flooding," "spamming," "mailbombing," or "crashing"; (v) forging any header or any part of the header information in any email or posting; or (vi) forging communications on behalf of the Site (impersonating the HC Site) or to the Site (impersonating another user);
- k. (k) send unsolicited or unauthorized email on behalf of HC, including promotions and/or advertising of products or services;
- l. (l) tamper with the Site or use or attempt to use any device, software, routine, or data that interferes or attempts to interfere with the working or functionality of the Site or any activity being conducted on the Site;
- m. (m) use the Site to defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others, including others' privacy rights or rights of publicity;
- n. (n) harvest or collect personally identifiable information about other users of the Site;
- o. (o) restrict or inhibit any other person from using the Site (including, without limitation, by hacking or defacing any portion of the Site);
- p. (p) use the Site to advertise or offer to sell or buy any goods or services without HC's express prior written consent;
- q. (q) reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes any portion of, use of, or access to the Site;
- r. (r) modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Site; or
- s. (s) remove any copyright, trademark, or other proprietary rights notice from the Site or materials originating from the Site.

### Links to Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by House Copper and Cookware LLC. House Copper and Cookware LLC has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party websites or Services. You further acknowledge and agree that House Copper and Cookware LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged

to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

The Site may contain links and interactive functionality interacting with the websites of third parties, including social sites. HC is not responsible for and has no liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such website. Before enabling any sharing functions of the Site to communicate with any such website or otherwise visiting any such website, HC strongly recommends that you review and understand the terms and conditions, privacy policies, settings, and information-sharing functions of each such third-party website. The links and interactive functionality for third-party sites on the Site do not constitute an endorsement by HC of such third-party sites. Other sites may link to the Site with or without our authorization, and we may block any links to or from the Site. YOUR USE OF THIRD-PARTY WEBSITES AND RESOURCES IS AT YOUR OWN RISK.

## Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least ten (10) days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

HC may at any time: (i) modify or discontinue any part of the Site; (ii) charge, modify, or waive fees required to use the Site; or (iii) offer opportunities to some or all Site users. Each time you use the Site, you should review the current Terms & Conditions. You can determine when these Terms & Conditions were last revised by referring to the "LAST UPDATED" legend at the top of these Terms & Conditions. Your continued use of the Site will indicate your acceptance of the current Terms & Conditions; however, any material change to these Terms & Conditions after your last usage of the Site will not be applied retroactively. Except for such material changes, the Terms & Conditions that were in effect at the time any claim or dispute arose between you and us will be applied.

HC reserves the right, without notice and in its sole discretion, to terminate your account or your use of the Site and to block or prevent future access to and use of the Site (i) if you violate any of these Terms & Conditions, (ii) for any other reason, or (iii) for no reason. Upon any such termination, your right to use the Site will immediately cease.

You agree that we shall not be liable to you or any third party for any termination of your access to the Site. Upon termination, all provisions of these Terms & Conditions which are by their nature intended to survive termination, all representations and warranties, all limitations of liability, and all indemnities shall survive such termination.

## User Comments & Reviews

House Copper and Cookware welcomes your reviews, comments, and other communications, photos, videos, or any other content that you submit through or to the Site, or any content or information you submit through social media and allow HC to feature, such as your name, social media handle, accompanying text, and any images from your social media accounts (e.g. Twitter™, Instagram™, Pinterest™) (collectively, "User Content") as long as the User Content submitted by you complies with these Terms & Conditions as well as House Copper and Cookware's General Review Writing Guidelines.

User Content will not include any photographs or images you submit as part of a Transaction (as defined below).

You agree that any User Content: will be accurate; will not violate or facilitate the violation of any law or regulation; will not violate any right of a third party, including copyright, trademark, privacy, or publicity rights; will not cause injury to any person or entity; and will not contain, or provide links to, obscene, profane, or threatening language, malware, political campaigning, commercial solicitation, chain letters, mass mailings, any form of "spam", or any material that could be considered harmful, sexually explicit, indecent, lewd, violent, abusive, or degrading. You are solely responsible for the User Content you submit, and HC assumes no liability for any User Content submitted by you. You acknowledge and agree that we reserve the right (but have no obligation) to do any or all of the following, in our sole discretion: (i) monitor User Content; (ii) alter, remove, or refuse to post or allow to be posted any User Content; and/or (iii) disclose any User Content, and the circumstances surrounding its transmission, to any third party.

## Transactions & Purchases

If you wish you purchase any product or service made available through [www.housekeepercrocery.com](http://www.housekeepercrocery.com) or any retailers or sellers of House Copper and Cookware product or services, you may be asked to supply certain information relevant to your Purchase including, without limitation, your date of purchase, receipt/invoice, and items listed in your purchase, photographs of items and box as delivered.

If you wish to purchase any product or service made available through the Site (each such purchase, a "Transaction"), you may be asked to supply certain information relevant to your Transaction including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping

information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, you grant to HC the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

All descriptions, images, references, features, content, specifications, products, and prices of products and services described or depicted on the Site are subject to change at any time without notice. Certain weights, measures, and other descriptions are approximate and are provided for convenience purposes only. The inclusion of any products or services on the Site does not imply or warrant that these products or services will be available. It is your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the receipt, possession, use, and sale of any item purchased from this Site. By placing an order, you represent that the products ordered will be used only in a lawful manner. HC reserves the right, with or without prior notice, to do any one or more of the following: (i) limit the available quantity of or discontinue any product or service; (ii) impose conditions on the honoring of any coupon, coupon code, promotional code, or other similar promotion; (iii) bar any user from making or completing any or all Transaction(s); and (iv) refuse to provide any user with any product or service. You agree to pay all charges that may be incurred by you or on your behalf through the Site, at the price(s) in effect when such charges are incurred including, without limitation, all shipping and handling charges. In addition, you remain responsible for any taxes that may be applicable to your Transactions.

HC may call or text by telephone regarding your account or your Transactions. You agree that we may place such calls. You agree that we may make such calls to a mobile telephone or other similar device. You agree that we may, for training purposes or to evaluate the quality of our service, listen to and record phone conversations you have with us.

### Colors

House Copper and Cookware strives to display as accurately as possible the colors of the products shown on the Site; however, House Copper and Cookware cannot and does not guarantee that your monitor's display of any color will be accurate.

### Limitations on Quantity

HC does not offer additional discounts on large orders of a single item or on large orders of many individual items. In addition, we reserve the right to limit quantities

on orders placed by the same account, on orders placed by the same credit card, and on orders that use the same billing or shipping address. We will notify you if such limits are applied. HC reserves the right to prohibit purchases of any merchandise to resellers. Resellers are defined as a company or an individual that purchases goods with the intention of selling them rather than using them.

#### Availability, Errors & Inaccuracies

HC's acknowledgement of an order means that your order request has been received; it does not mean that your order has been accepted or shipped or that the price or availability of an item has been confirmed. HC makes a conscientious effort to describe and display its products and services accurately on the Site. Despite these efforts, a small number of items on the Site may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the Site and in our advertising. As a result, we cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. HC reserves the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice. We apologize for any inconvenience.

#### Risk of Loss

Except as otherwise set forth herein, the risk of loss for and title to products purchased on the Site passes to the purchaser upon delivery to the carrier.

#### Returns

If you are not fully satisfied with your purchase you may return it in accordance with the Return Policy.

#### **DISCLAIMERS OF WARRANTIES**

House Copper and Cookware cannot and does not represent or warrant that the Site or its server will be error-free, uninterrupted, free from unauthorized access (including third-party hackers or denial of service attacks), or otherwise meet your requirements.

THE SITE AND ALL INFORMATION, CONTENT, MATERIALS , PRODUCTS, SERVICES, AND USER CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE (COLLECTIVELY, THE "SITE CONTENTS") ARE PROVIDED BY HC ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. HC WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SITE OR THE SITE CONTENTS INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. TO THE FULL EXTENT PERMITTED BY LAW, HC DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SITE AND THE SITE CONTENTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

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### Jurisdictional Issues

The Site is controlled and operated by House Copper and Cookware from the United States, and is not intended to subject HC to the laws or jurisdiction of any state, country or territory other than that of the United States. HC does not represent or warrant that the Site or any part thereof is appropriate or available for use in any particular jurisdiction other than the United States. In choosing to access the Site, you do so on your own initiative and at your own risk, and you are responsible for complying with all local laws, rules and regulations. We may limit the Site's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

### Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL HC OR ITS EMPLOYEES, DIRECTORS, OFFICERS, OR AGENTS BE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY

TO USE THE SITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME OR PROFITS), WHETHER IN CONTRACT OR TORT, EVEN IF HC HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. EACH PROVISION OF THESE TERMS & CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THE AGREEMENT BETWEEN YOU AND HC. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND HC. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE(S). IF YOU ARE DISSATISFIED WITH THE SITE, ANY CONTENT ON THE SITE, OR THESE TERMS & CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. YOU ACKNOWLEDGE, BY YOUR USE OF THE SITE, THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU, AND YOU MAY HAVE RIGHTS ADDITIONAL TO THOSE CONTAINED HEREIN.

#### Indemnification & Defense

As a condition of the use of the Site, you agree to defend, indemnify, and hold harmless HC and its respective employees, directors, officers, agents, vendors, and suppliers from and against any liabilities, losses, investigations, inquiries, claims, suits, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) (each, a "Claim") arising out of or otherwise relating to your use of the Site, including without limitation any User Content submitted by you and Claims alleging facts that if true would constitute a breach by you of these Terms & Conditions.

#### Communications

You consent to receive notices and other communications by HC posting notices on the Site, sending you an email at the email address listed in your profile in your account, or mailing a notice to you at your billing address listed in your profile in your account. You agree that all agreements, notices, disclosures, and other communications that HC provides to you in accordance with the prior sentence satisfy any legal requirement that such communications be in writing. You agree that a printed version of these Terms & Conditions and/or any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms & Conditions to the same extent and subject to the

same conditions as other business documents and records originally generated and maintained in printed form.

### Filtering

Pursuant To 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors.

### Applicable Law & Disputes

YOU AGREE THAT ALL MATTERS RELATING TO YOUR ACCESS TO OR USE OF THE SITE AND ALL MATTERS ARISING OUT OF OR RELATED TO THESE TERMS & CONDITIONS, INCLUDING ALL DISPUTES, WILL BE GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN, UNITED STATES OF AMERICA, WITHOUT REGARD TO WISCONSIN'S CHOICE OF LAW PRINCIPLES. YOU FURTHERMORE AGREE THAT THE EXCLUSIVE FORUM AND VENUE FOR ANY LEGAL ACTION ARISING OUT OF OR RELATED TO THESE TERMS & CONDITIONS SHALL BE THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF WISCONSIN, AND YOU SUBMIT TO THE PERSONAL JURISDICTION OF THAT COURT. IF SUBJECT MATTER JURISDICTION (INCLUDING DIVERSITY JURISDICTION) DOES NOT EXIST IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF WISCONSIN, THEN THE EXCLUSIVE FORUM AND VENUE FOR ANY SUCH ACTION SHALL BE THE COURTS OF THE STATE OF WISCONSIN LOCATED IN OZAUKEE COUNTY, AND YOU SUBMIT TO THE PERSONAL JURISDICTION OF THAT COURT. THE MAKING OF CLAIMS OR RESOLUTION OF DISPUTES PURSUANT TO THIS AGREEMENT SHALL BE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SITE AND/OR THESE TERMS & CONDITIONS WILL BE RESOLVED INDIVIDUALLY IN THE FORUM DESIGNATED IN THIS SECTION, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE.

These Terms & Conditions, including policies and information linked from or incorporated herein, constitute the entire agreement between you and House Copper and Cookware with respect to the Site and supersede all prior or contemporaneous communications, agreements, and proposals with respect to the Site. No provision of these Terms & Conditions shall be waived except pursuant to a writing executed by the party against whom the waiver is sought. No failure to exercise, partial exercise of, or delay in exercising any right or remedy under these Terms & Conditions shall operate as a waiver or estoppel of any right, remedy, or condition. If any provision of these Terms & Conditions is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired. You may not assign, transfer, or sublicense any of your rights or obligations under these Terms & Conditions without our express prior written consent. We will not be responsible for failure to fulfill any obligation due to causes beyond our control.

## Contact Us

If you have any questions about these Terms, please contact us at [housecopper@gmail.com](mailto:housecopper@gmail.com)