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## **PRIVACY POLICY**

At Monkey Knuts® we view the protection of our users' privacy as a very important community principle; therefore, we do not sell or rent your personal information to third parties for any purposes. Please review our entire Privacy Policy, which also governs your visit to our website, to entirely understand our practices.

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## **ELECTRONIC COMMUNICATIONS**

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## **REVIEWS, COMMENTS, EMAILS, AND OTHER CONTENT**

Visitors may post reviews, comments, and other content: and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. Monkey Knuts® reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content. If you do post content or submit material, and unless we indicate otherwise, you grant Monkey Knuts® and its associates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Monkey Knuts® and its associates and sub-licensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post: that the content is accurate: that use of the content you supply does not violate this policy and will not cause injury to any person or entity: and that you will indemnify Monkey Knuts® or its associates for all claims resulting from content you supply. Monkey Knuts® has the right but not the obligation to monitor and edit or remove any activity or content. Monkey Knuts® takes no responsibility and assumes no liability for any content posted by you or any third party.

## **MISCELLANEOUS**

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## **APPLICABLE LAW**

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## **SITE POLICIES, MODIFICATION, AND SEVERABILITY**

Please review our other policies, such as our Privacy Policy and Return Policy, posted on this site. These policies also govern your visit to Monkey Knuts®. We reserve the right to make changes to our site, policies, and these Terms & Conditions at any time. If any of these Conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

## **METHOD OF PAYMENT**

Monkey Knuts® accepts Paypal, credit cards (Visa, MasterCard and Discover) money orders, cashier's checks, personal checks and company checks in U.S. currency only (USD). There is no surcharge for using your credit card to make purchases. A confirmed account and/or address for Paypal must be provided. Please be sure to provide your exact billing address and telephone number (i.e. the address and phone number your credit card bank has on file for you). Incorrect information will cause a delay in processing your order. Your credit card will be billed upon placement of your order. You will see MONKEY KNUTS on your credit card statement. Orders are processed upon receipt of personal check, money order or cashier's check. For personal and company checks, please allow up to 10 banking days after receipt for clearance of funds before the order is processed. We cannot guarantee the availability of a product by the time funds clear or payment is received. A \$25 fee will be charged on all returned checks. To order by mail, you must first know the total costs for your order. The best way to do this is to put everything into your shopping cart that you want to purchase by mail. In your cart you will find a shipping calculator. Simply input your zip code and choose your shipping method and it will give you the shipping costs and a total. This is the amount you need to send us. Please make all checks/money orders payable to MONKEY KNUTS and mail to address provided on the Contact Us page.

## **CALIFORNIA SALES TAX**

Merchants that have a presence in the state of California are required by law to collect sales tax when shipping to our California customers. Monkey Knuts® shall automatically charge and withhold the applicable sales tax in the amount of 7.75% for orders to be delivered to addresses within the state of California. For orders shipped to other states, you are solely responsible for all sales tax or other applicable tax.

## **BACKORDERS/OUT OF STOCK ITEM POLICY**

If ordering a product that is "Out of Stock", which is clearly noted on the product page, you are agreeing to pay to reserve the product until shipped as a backordered item. If you have purchased other items that are available, your order will be shipped once complete and all backordered items will be shipped once in stock at our expense. Sometimes an order that we have placed on your behalf may be backordered or out of stock. If you're entire order is out of stock, your order will be cancelled. Occasionally, part of an order may be out of stock or backordered by the store. If this is the case, we will take the action which you requested during checkout. We are not responsible for delays in your order due to backorder situations. Cancelled orders are subject to a cancellation fee of \$25. Fees already incurred for domestic and/or international shipping and handling at the time of cancellation are non-refundable. You are responsible for return shipping to the store, if applicable.

## **CANCELLATION POLICY**

You may only cancel your order if it has not been manufactured or shipped yet, although you may be charged a 25% manufacturing fee for custom and/or wholesale orders. Allow up to 5-7 business days for refund to be processed. Please keep in mind that if the payment option was a credit card that the credit card company can take up to 30 days to post your refund.

## **DOMESTIC SHIPPING & HANDLING (USA)**

Domestic shipping and handling fees are dependent upon shipping method requested and quantity in shopping cart. Standard & Priority shipping methods via USPS are offered within the Continental U.S. Your total, including shipping and handling fees will be displayed prior to submitting your order. Delivery confirmation & tracking are included. When using PayPal, we will ship to the confirmed address listed in the PayPal payment details. It is your responsibility to provide an accurate shipping address. Failure to provide an accurate shipping address will result in an additional shipping charge to reship order.

## **INTERNATIONAL SHIPPING & HANDLING**

International shipping and handling fees are dependent upon shipping method requested and quantity in shopping cart. All orders are shipped via USPS from the USA. All transactions are in United States Dollars (USD). Standard International & Priority International shipping methods via USPS are offered to all countries and territories from our store in the US. When using PayPal, we will ship to the confirmed address listed in the PayPal payment details. It is your responsibility to provide an accurate shipping address. Failure to provide an accurate shipping address will result in an additional shipping charge to reship order.

## **RESTRICTED PRODUCTS AND MERCHANTS**

Rarely, an item is restricted from International shipment. If this is the case you will be notified and your order will be cancelled. You are responsible for all expenses related to any and all items which are restricted from delivery to your country due to your country's customs or laws. International Checkout reserves the right to refuse fulfillment of any product, based solely on its own discretion and in accordance to any and all US and international laws. This right shall exist at all times, even after an order confirmation has been placed.

## **DISCLAIMER FROM UNFORESEEABLE CIRCUMSTANCES**

International Checkout is not responsible or liable, nor shall it be deemed in default of the Terms and Conditions, for any delay or failure in performance or non-performance of any aspect of this agreement resulting directly or indirectly from any accidents, fires, electrical or electronic failures, equipment failures, shipping delays from either online retailers, international couriers, or others, acts of God, labor disputes, governmental orders or regulations, or any other cause beyond the reasonable control of Monkey Knuts®. Customers placing orders to be shipped internationally take all responsibility for any customs and/or duties associated with their shipment. Due to differences in shipping methods, regulations and other factors, we cannot be held responsible for the safety of international packages. By placing an order to be shipped internationally, you, the customer, take full responsibility for your shipment and its contents (loss, damage, theft, fire, etc.).

## **INSURANCE**

Insurance is not included in shipping & handling fees. If you would like to request insurance for your order to protect it from theft, damage, loss, etc., please request this service prior to payment.

## **REFUSED/ABANDONED SHIPMENTS**

You will be held liable for return shipping, duties and taxes (if incurred), and for all other associated fees when any of the following circumstances occur:

- You refuse delivery of your parcel for any reason.
- The carrier makes 3 unsuccessful attempts to deliver your parcel to your address because you are not at home and/or do not pay duties and taxes.
- You provided an invalid address.
- Your parcel is returned by customs because your merchandise is restricted from import into your country.
- You refuse to pay duties and taxes.

## **RISK OF LOSS**

All items purchased from Monkey Knuts® are made pursuant to a shipment contract. Basically this means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

## **RETURN POLICY**

Monkey Knuts® will accept returns if the product fails in normal use (with no mistreatment) within the first 30 days of ownership, then we will repair or replace it (at our discretion) at no charge to you except for your cost of shipping it to us. Monkey Knuts® will not be able to accept merchandise back if no longer in sellable condition. **Please Note: If the product was damaged upon arrival please contact USPS immediately for damage report.** For most USA orders, there are no shipping charges for the shipment of the repaired product to the customer on warranted product repairs if standard shipping is selected. International orders must pay shipping and handling fees, and any import or export related expenses for both directions of the shipment. Contact Customer Support to obtain a Return Merchandise Authorization (RMA) number and shipping instructions, and to determine if this warranty applies to your case. Always contact us first to verify that the warranty applies and to obtain the RMA number. No returned merchandise will be accepted without an RMA number. You can request an RMA number by sending an email to [info@monkeyknuts.com](mailto:info@monkeyknuts.com) and enter "RMA Number Request" in the email subject bar. Please include your 1) full name, 2) order purchase date, 3) product(s) description and 4) reason for return in the email body. Due to the time sensitive nature of returns/exchanges, we recommend that you contact Monkey Knuts® immediately with your request for an RMA number. Ship authorized returns to address provided on our website's Contact Us page. No returns will be accepted after 30 days of ownership.

**REFUND:** If you request a refund, you will be refunded for the merchandise purchase price, minus shipping cost. Your refund will not be issued without an RMA number. Your refund will be issued via your original payment method. Allow up to 5-7 business days for refund to be processed. Please keep in mind that if the payment option was a credit card that the credit card company can take up to 30 days to post your refund. We do not have any control over this. In addition, any delays by the shipping carrier, customs, or any other cause may affect your order's eligibility for return.

**EXCHANGE:** If you request an exchange, you will pay for all shipping fees including domestic shipping to and from the store. You will be responsible for invoice via your original payment method for any additional charges incurred.

**DEFECTIVE MERCHANDISE:** In the event that the merchandise is defective, you may return it for an exchange or refund. In the case of an exchange, the shipping fees will be waived by us; you are responsible for all return shipping fees.

### **WHOLESALE ORDERS**

Wholesale pricing is available when products are ordered in quantities of 10 or more of the same style and color. Please contact Customer Support to acquire a current wholesale price list. Prices are subject to change at any time. A processing fee may apply if paying with Paypal or Credit Card. No processing fee will apply if paying with personal check, money order or cashiers check. Monkey Knuts® are intended to be sold as is. Monkey Knuts® does not promote altering, modifying or transforming Monkey Knuts® products for retail sale. No reseller is authorized to modify the terms and conditions governed by this document. Please allow 3-6 weeks lead time for orders of 50 or more. A \$25 rush order fee may apply if order is required before lead time estimate. Wholesale orders are subject to the same Terms and Conditions as all other orders. US Wholesale orders are shipped via USPS Priority. International orders pay actual shipping charges levied by USPS.

### **ROPE COLOR DISCLAIMER**

Cord rope colors may appear slightly different on screen than they actual are. In an effort to ensure you are viewing the cord colors truthfully, Monkey Knuts® has made every effort to display the appropriate color hues as accurately as possible. Variations in computer settings, screen color and cord dye lots may cause colors to vary slightly in appearance. All products ordered at the same time are guaranteed to match, however we cannot guarantee they will match on the next order. If accuracy in color selection is important, it is recommended that you contact Monkey Knuts® and request a sample prior to ordering.

### **TYPOGRAPHICAL ERRORS**

In the event that a Monkey Knuts® product is described incorrectly or is mistakenly listed at an inaccurate price, we reserve the right to refuse or cancel any erroneous orders. Monkey Knuts® reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your payment account has been charged. If your payment account has already been charged for the purchase and your order is cancelled, Monkey Knuts® shall issue a credit to your payment account with the correct amount or refund.

## **INDEMNIFY**

You will indemnify and hold us (and our officers, directors, agents, subsidiaries, joint ventures and employees), harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

## **DISPUTES**

Any dispute relating in any way to your visit to Monkey Knuts® or to products you purchase through Monkey Knuts® shall be submitted to confidential arbitration in California, United States of America, except that, to the extent you have in any manner violated or threatened to violate Monkey Knuts® intellectual property rights, Monkey Knuts® may seek injunctive or other appropriate relief in any state or federal court in the state of California, United States of America, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

## **QUESTIONS**

For questions regarding our Terms & Conditions, Privacy Policy, Return Policy or other policy related material can be directed to our support staff by clicking on the "Contact Us" tab or by emailing us at: [info@monkeyknuts.com](mailto:info@monkeyknuts.com). You can also reach us by phone at (805) 612-1297 or international (+01805) 612-1297.

Effective Date: January 1, 2012

This Agreement will be governed by the laws of the United States and the state of California, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Los Angeles, CALIFORNIA, and each party irrevocably consents to the jurisdiction of such courts. Neither party may assign this Agreement, by operation of law or otherwise, without our prior written consent of the other party. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. A failure by either party to enforce the strict performance of any provision of this Agreement will not constitute a waiver of said party's right to subsequently enforce such provision or any other provision of this agreement.