

## Terms of Use

### GENERAL INFORMATION

Your registration with, or continued use of, Lion Brand Yarn's services constitutes your agreement to these terms and conditions and any disclaimers of warranty. Lion Brand Yarn reserves the right, to modify, alter and update these Terms of Use at any time and you agree to be bound by such modifications, alterations, and updates. You agree to review these Terms of Use on a periodic basis.

#### PART A: USE OF SERVICES

**License:** Lion Brand Yarn grants you, the subscriber, a non-exclusive, non-transferable, limited license to its services.

**Subscriber Responsibilities:** Subscribers are expressly prohibited from using Lion Brand Yarn to post any unlawful, inaccurate, threatening, libelous, obscene, profane, sexually offensive, or objectionable information of any kind that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national, or international law.

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Submissions containing copyrighted material must designate all such material with the copyright symbol "©". These entries will remain owned by the party that submits them, and that party bears all responsibility of maintaining such copyrighted material. Lion Brand Yarn shall not be held responsible for users copying such material.

**Submission Policy:** Submissions made to Lion Brand Yarn will become the property of Lion Brand Yarn. Lion Brand Yarn reserves the right to relocate submissions, or place submissions in categories, edit submissions, or exclude submissions.

**Linked Sites:** Linked Sites are for your convenience only and you access them at your own risk. Lion Brand Yarn is not affiliated with such sites and is not responsible for Linked Sites content.

#### PART B: GENERAL PROVISIONS

**Termination:** Service may be terminated by Lion Brand Yarn at any time.

**Monitoring Usage:** Lion Brand Yarn, at its sole discretion, reserves the right to review or edit any material or information submitted for display or placed on Lion Brand Yarn server, with the exception of private electronic messages that will be reviewed only if required to do so by law. Lion Brand Yarn may terminate immediately the access of any subscriber who misuses any Lion Brand Yarn services.

**Limitation of Liability:** Lion Brand Yarn does not warrant that the services or the information or programs contained on Lion Brand Yarn server will meet your requirements or that the operations of Lion Brand Yarn server will be uninterrupted or error-free; nor does Lion Brand Yarn make any warranty as to the results obtained from the use of Lion Brand Yarn services.

UNDER NO CIRCUMSTANCES, INCLUDING TORT OR NEGLIGENCE, SHALL LION BRAND

YARN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE LION BRAND YARN OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATIONS OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND LION BRAND YARN 'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO RECORDS, PROGRAMS, OR SERVICES.

In no event shall Lion Brand Yarn's total liability for all damages, losses, and causes of actions, whether in contract, tort, including negligence, or otherwise exceed \$1.

#### WARRANTY

**Disclaimer of Warranties:** YOU USE THE LION BRAND YARN WEBSITE AT YOUR SOLE RISK. THESE SERVICES ARE PROVIDED 'AS IS' AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY A LION BRAND YARN EMPLOYEE OR ITS AGENTS SHALL CREATE A WARRANTY.

**Indemnity:** You shall hold Lion Brand Yarn harmless from any claims and expenses, including reasonable attorneys' fees, related to your violation of these terms and conditions.

**Notices:** Lion Brand Yarn notices to subscribers may be given by means of electronic messages through the Internet, or by a general posting on Lion Brand Yarn server. All notices to Lion Brand Yarn from subscribers should be made in writing and addressed to:[webmaster@lionbrand.com](mailto:webmaster@lionbrand.com).

**General Provisions:** Should any of these terms and conditions be held to be void, invalid, unenforceable, or illegal by a court, the validity or enforceability of the other provisions shall not be affected thereby. Failure of either party to enforce any provision of these terms and conditions shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

**Miscellaneous:** The agreement between Lion Brand Yarn and the subscribers shall be governed by and construed in accordance with the laws of the State of New York. These terms and conditions constitute the entire agreement between the parties with respect to the use of Lion Brand Yarn website.