

KLEIO Global, LLC – Terms and Conditions for Use of Site and Purchase of Products and Services (generally, “Terms of Service”)

SECTION 1 - GENERAL TERMS AND CONDITIONS

This website is operated by KLEIO Global, LLC. This document is a binding agreement (“Terms of Service”) between you and KLEIO Global, LLC governing your use of this website (“site”) and any purchase of products or services you make through this site. Please read it carefully and print out a copy for your records. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website, purchase any products, or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Throughout this agreement, the terms “we”, “us” and “our” refer to KLEIO Global, LLC.

Use of this website in any manner and for any purpose, including all information, tools, and services available from this site to you, the user, and purchase of any products or services by you, is conditioned upon your acceptance of all terms, conditions, policies and notices stated herein and any other policies incorporated by reference, including, but not limited to our [Privacy Policy](#).

By using this site, you affirm that you are able and legally competent to agree to and comply with these Terms of Service.

By visiting our site or by purchasing anything from us, you agree to be bound by these Terms of Service, including those additional terms and conditions and policies referenced herein and/or available by hyperlink.

These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content. If you represent a third party or are an agent of a third party, you agree that the third party is hereby bound by these Terms of Service.

Please read these Terms of Service carefully before accessing or using our website.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of the site in any manner, including but not limited to viewing products and purchasing products, following the posting of any updates or changes constitutes acceptance of those changes.

Our store is hosted on GoDaddy. They provide us with the online e-commerce platform that allows us to sell our products and services to you. Your use of our site is also conditioned on compliance with GoDaddy's [Terms and Conditions](#) as they may apply to you.

You may not transmit any worms or viruses or any code of a destructive nature. In using our site, you agree to take sole responsibility for the security and safety of any program, browser, computer, terminal, router, device or other hardware or software that you are using or that allows you to access and transmit information through the internet. You are solely responsible and solely liable for any loss of data or other damage to software or hardware that arises from your use of this site.

A breach or violation of any of the Terms of Service will result in an immediate termination of your services and any permission to further access our site.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 2 - ONLINE STORE GENERAL TERMS

By using this site and prior to making any purchase or any kind, you represent that you are at least the age of majority in your state or province of residence or, if you are subject to any parent, guardian, or conservator, that such person has granted you permission to use this site and to make purchases. You also represent that the use of this site and any product you purchase is lawful for you to possess in your jurisdiction.

You affirm that you are solely responsible and solely liable for payment for any purchases that you make from this site and agree to the payment of purchases made from this site.

We reserve the right to refuse service to anyone for any reason permitted by law at any time.

SECTION 3 - USE OF SITE, PRODUCTS, AND SERVICES

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of this site or in making any purchase of good or services from us, violate any laws in your jurisdiction. You are solely responsible and solely liable for understanding and complying with the laws of your jurisdiction.

You agree that the use of this site and of any products or services you purchase from us are for personal use only and not for any manner of resale, rebranding, redistribution, or other commercial enterprise involving the unauthorized sale of our products, services, or our intellectual property.

You agree to use this site and to use any purchases with reasonable care. You are solely responsible and solely liable for any injuries, harms, losses, or other claims or

demands that arise from your conduct, omissions, negligence, misuse, or misconduct related to our site or to products or services you purchase from us.

You agree to provide reasonable care and supervision over any child or other person in your care when using this site or any product or service purchased from us.

You further agree that you are solely responsible and solely liable for any injuries, harms, losses, or other claims or demands that arise from conduct, omissions, negligence, misuse, or misconduct related to our site or products or services you purchase from us, used by a third party that you authorize, permit, or supervise.

INDEMNIFICATION AND LIMITATIONS ON LIABILITY: YOU AGREE TO INDEMNIFY AND HOLD HARMLESS KLEIO GLOBAL LLC, ITS AGENTS, OWNER(S), DIRECTORS, SHAREHOLDERS, EMPLOYEES, AND LICENSORS FROM ANY CLAIM OR DEMAND INCLUDING REASONABLE ATTORNEY'S FEES MADE BY ANY THIRD PARTY DUE TO, ARISING OUT OF OR RELATED TO YOUR USE OF THIS SITE OR DUE TO, ARISING OUT OF OR RELATED TO ANY PRODUCTS OR SERVICES YOU PURCHASE FROM THIS SITE.

SECTION 4 - INTELLECTUAL PROPERTY

All images, text, designs, logos, or other aspects or features of this site and any product purchased through this site constitute the exclusive intellectual property of KLEIO Global LLC, without limitations, unless otherwise owned by a third party. No use of this site or purchase of any product or service shall constitute, in any way, permission or a license to copy, reproduce, distribute, modify or in any other way use or infringe upon KLEIO Global LLC's intellectual property.

YOU AGREE THAT KLEIO GLOBAL, LLC MAY, AT ITS SOLE DISCRETION AND NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS OF SERVICE TO THE CONTRARY, SEEK TO ENJOIN UNAUTHORIZED OR INFRINGING CONDUCT OR ACTIVITY AND SEEK DAMAGES, PENALTIES, AND REASONABLE ATTORNEY'S FEES AND COSTS TO THE FULLEST EXTENT PERMITTED BY LAW IN ANY COURT OF COMPETENT JURISDICTION.

SECTION 5 - ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete, or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the materials or information on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 6 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue our products or services (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of products or services of any kind.

SECTION 7 - AVAILABILITY AND APPEARANCE OF PRODUCTS OR SERVICES

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Returns and Refund Policy contained in these Terms of Service.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 8 - FULFILLMENT OF ORDERS AND ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and

other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

SECTION 9 - SHIPPING, RETURNS, AND REFUNDS

DELIVERY REGION & DELIVERY CARRIERS

At this time, KLEIO only delivers its products in the United States and delivers its products primarily through the United States Postal Service (USPS) but will make provisions for other Delivery Carriers at customer request and expense, if necessary. Please contact our KLEIO Client Care team at care@KLEIO.global immediately after purchasing your item(s).

The Customer will receive its products 30 days maximum after receiving the order confirmation email. There will be no order delivered if payment is not complete.

The Customer will receive email confirmation once the Delivery Carrier has intercepted the ordered products and will receive a delivery tracking number that will provide access to delivery updates and anticipated delivery timeline.

KLEIO is not responsible for Delivery Carrier activity. Once the package is delivered to the Delivery Carrier (e.g., USPS), KLEIO no longer controls the package. KLEIO is not responsible for contacting the Delivery Carrier to obtain shipping updates, delivery timelines, or to correct delivery information (e.g., update delivery instructions). The Customer assumes complete responsibility once a tracking number has been issued and delivered via email.

KLEIO will make every attempt to notify Customers of any anticipated shipping delays due to Delivery Carrier events or backlog (e.g., excessive shipping volume during holiday period).

SHIPPING COSTS

Product orders totaling \$100 and more will receive free shipping. All other orders will receive a flat-rate shipping cost added to the total cost of the order at checkout.

SUMMER SHIPPING

Between June 1 and September 15, KLEIO will observe its summer shipping policy. To ensure your candles arrive to their destination in their intended form, KLEIO will ship items on Mondays and Tuesdays only between June 1 and September 15. This prevents candles from sitting and potentially melting in sweltering mail warehouses over the weekend. KLEIO will also include a cooling pack with each package. We will make every attempt to keep the candle in its original form.

If a Customer receives a candle that has experienced substantial melting due to hot shipping conditions, KLEIO will issue the Customer a \$10 store credit to use in a future purchase. Please email care@KLEIO.global with a photo when delivered (candle must be unused).

RECEIVING THE PRODUCTS

When in receipt, the Customer must verify the state and correctness of the order.

DAMAGED ITEMS

If the Customer finds the product(s) damaged from delivery or the order incorrect, the Customer must contact KLEIO's Client Care team at care@KLEIO.global within 7 days following the delivery of the products.

For damaged orders, please include a photo of the unused damaged product(s). A member of the KLEIO Client Care team will coordinate the reimbursement or replacement of the damaged item.

RETURNS & EXCHANGES

KLEIO endeavors to provide the best home fragrances possible. Each candle vessel is hand finished, requiring individual attention to produce a totally unique product. We appreciate that purchasing a candle online denies you the opportunity to smell each fragrance before purchase. We have made every attempt to describe the fragrance notes as accurately as possible to ensure Customers feel confident in their purchasing decisions.

If you are unsure about what to purchase or have any questions or concerns before ordering from KLEIO, please connect with our KLEIO Client Care team at care@KLEIO.global. We would be happy to assist you. As a rule, if you are unsure if you will like a particular fragrance, we recommend purchasing a mini luxury candle before investing in a large luxury candle.

We want to make every attempt to ensure you are happy with your purchase and would like to address concerns if you have them. Please contact our KLEIO Client Care team at care@KLEIO.global to connect with a representative. We will not issue refunds or exchanges for the following reasons:

- Customer did not like the fragrance.
- Customer did not like the appearance of the candle vessel or packaging.
- Customer claims candle burning hours were not aligned with site claims (i.e., environmental conditions vary from home to home, region to region).

LOST OR STOLEN ITEMS

Should you find your item lost or stolen after delivery, the most appropriate and helpful source of information is your tracking number, which is included in your shipping confirmation supplied via email, and your local USPS branch office (or other Delivery Carrier if used). Please contact your local USPS branch and give them the tracking number for more information.

If an order is marked as "Delivered" but you have not received it, please follow these steps: 1. Verify the shipping address is correct. 2. Check with anyone who may have picked up the package (roommate, family member, neighbor, etc.). 3. Call or take the tracking number to your local USPS branch for more information.

While we regret the circumstance, KLEIO is not responsible for packages that have been stolen or otherwise lost. Please do connect with our KLEIO Client Care team at care@KLEIO.global should you have any questions.

INCORRECT ORDER CLAIMS POLICY

At KLEIO, we are committed to ensuring every order is accurate. However, if you should receive an incorrect order, please send the following information to our KLEIO Client Care team at care@KLEIO.global.

Your full name and email address used for the order.

The item(s) you believe are missing or incorrect.

A photo showing ALL of the following: the items you received, all boxes and packaging, your packing slip with the order number clearly visible. If we have made an error, we will correct it right away; however, a full photo is required to process any claims. Thank you for your cooperation.

RETURNED ORDERS OR INCORRECT SHIPPING ADDRESS

Please verify that your shipping address is correct before placing your order. We are not responsible for items shipped to an incorrect address due to customer error. If you have concerns and wish to connect with a KLEIO Client Care representative, please email care@KLEIO.global.

If packages are returned to us intact (i.e., no damage), we will charge shipping costs to resend packages that have been returned to us for any other reason. We are not responsible for orders that melt or are otherwise damaged due to being returned to us by USPS.

QUESTIONS?

Please contact the KLEIO Client Care team at care@KLEIO.global. A representative will respond within two business days.

SECTION 8 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms and conditions on which the tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service and all disclaimers and limitations on our liability stated and implied herein.

SECTION 9 - THIRD-PARTY LINKS, WEBSITES, PRODUCTS, AND SERVICES

Certain content, products, and services available via our site may include materials from third parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 10 - USER COMMENTS, FEEDBACK, AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in

confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of our site or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible and solely liable for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 11 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. Click on the link to view our [Privacy Policy](#).

SECTION 12 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information on the site or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information on the site or on any related website, including without limitation, pricing information. No specified update or refresh date applied on the site or on any related website, should be taken to indicate that all information in the site or on any related website has been modified or updated.

SECTION 13 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses

or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the site or any related website, other websites, or the Internet. We reserve the right to terminate your use of the site or our services or any related website for violating any of the prohibited uses.

SECTION 14 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent, or warrant that your use of our site will be uninterrupted, timely, secure, or error-free.

We do not warrant that the results that may be obtained from the use of the site will be accurate or reliable.

You agree that from time to time we may remove our site, products, or services for indefinite periods of time or cancel any part or all of our services at any time, without notice to you.

You expressly agree that your use of, or inability to use, our site, products or services is at your sole risk. The site and all products and services delivered to you through the site are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall KLEIO Global, LLC, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any part of the site or use of any products or services procured using the site, or for any other claim related in any way to your use of our site, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the site or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be to the maximum extent permitted by law.

SECTION 15 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless KLEIO Global, LLC and any , subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns 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 these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 16 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 17 - TERMINATION AND SURVIVAL OF RESPONSIBILITIES, OBLIGATIONS, AND LIABILITIES

The responsibilities, obligations, and liabilities of the parties incurred at the time of your use of our site and acceptance of these Terms of Service shall survive any express, implied, or natural termination of this agreement.

SECTION 18 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to our site, products, and services constitutes the entire agreement and understanding between you and us and govern your use of the site, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the drafting or interpretation of these Terms of Service shall not be construed against the drafting party, but shall instead result in these Terms of Service being interpreted consistent with the ordinary conduct and expectations of online commerce (e-commerce) in the United States and the Commonwealth of Massachusetts.

SECTION 19 - GOVERNING LAW, VENUE, AND FORUM

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and the First Circuit Court of Appeals of the United States.

YOU AGREE THAT ANY CLAIM OR DEMAND REGARDING THESE TERMS OF SERVICE, THIS SITE OR ANY PRODUCTS OR SERVICES PURCHASED OR OFFERED THROUGH THIS SITE SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS IN HAMPSHIRE

COUNTY OR THE UNITED STATES DISTRICT COURT OF MASSACHUSETTS IN BOSTON.

SECTION 20 - WAIVER OF JURY TRIAL

THE PARTIES AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY ISSUE, CLAIM OR DEMAND ARISING OUT OF OR REGARDING THESE TERMS OF SERVICE, THIS SITE, OR ANY PRODUCTS OR SERVICES PURCHASED OR OFFERED THROUGH THIS SITE. ANY TRIAL SHALL BE CONDUCTED BEFORE A SINGLE JUDGE OF A COURT OF COMPETENT JURISDICTION.

SECTION 21 - WAIVER OF CLASS ACTION

THE PARTIES AGREE THAT ANY CLAIM OR DEMAND SHALL BE MADE IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION.

THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. NO PARTY MAY BE A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING, OR OTHERWISE MAKE OR PROCEED WITH ANY CLAIM ON A COLLECTIVE OR CONSOLIDATED BASIS.

EACH PARTY MAY BRING CLAIMS OR DEMANDS AGAINST THE OTHER ONLY AN INDIVIDUAL BASIS AND MAY BE SUBJECTED TO SUCH A CLAIM OR DEMAND ONLY ON AN INDIVIDUAL BASIS.

SECTION 22 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or to our products or services following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 23 - CONTACT INFORMATION

Questions about the Terms of Service should be directed to our KLEIO Client Care team at care@KLEIO.global.