**KNITTED-love**

**TERMS OF USE OF KNITTED-love**

 **§ 1** **SCOPE OF APPLICATION**

Orsola Bertini Curri, Rudolf Kattnigstrasse 12, 9020 Klagenfurt, Austria operates a website at www.knitted-love.com (hereinafter referred to as "Knitted-Love") through which consumers and companies ("users") can purchase articles in our online shop. The website and the sales system is designed as an online store, selling our own products. The contract of sale, including all obligations and rights, is concluded exclusively between the user and Knitted-Love. No other parties are involved.The present terms of use govern the relationship between Knitted-Love and the users. Knitted-Love and the user are hereinafter referred to individually as "parties" or collectively as "parties".

Knitted-Love reserves the right to amend the terms of use at any time without giving reasons. Tenderers will be informed in good time before the effective date.

These Terms of Use are not provided in German. If there is a contradiction between the English translation and the German version, the English version shall prevail.

 **§ 2 GENERAL GUIDELINES**

Knitted-Love stands for ethically produced fashion and sustainable luxury. Knitted-Love only works with manufacturers and designers who operate their businesses with respect for people and the planet and who meet three criteria: good, timeless design, impeccable quality and sustainable production methods. Knitted-Love tries to enforce these criteria in every respect, despite all efforts, it is unfortunately not possible to check the products and other contents provided by the suppliers - in particular information on sustainability, production routes and ingredients - for completeness and truthfulness.

**§ 3 LICENSE AGREEMENT AND USER ACCOUNT**

(1) The order via Knitted-Love may require registration as a user and the creation of a user account with the consent of these terms of use and the data protection declaration. With the registration, a contract of use is concluded between Knitted-Love and the user; there is no claim to a conclusion. Registration is only permitted if the user is at least 18 years of age, has full legal capacity and intends to pay the purchase price of a possible purchase contract in full. If the user orders without registration, i. e. without setting up a user account, the contract of use comes into effect when the order is sent.

(2) The user shall, among other things, state his full name, e-mail address, address data and telephone numbers and create a password. All information must be accurate and truthful and must be updated by the user without delay when the information is changed. The user must treat all information connected with his user account confidentially, in particular he must never disclose the access data to his user account to third parties. If the user places an order without registering, he/she must provide this data when placing the order in order to ensure a smooth business process.

(3) The user account may not be used in any way that is not permitted within the scope of this contract, that causes damage to third parties, is abusive or violates applicable law. Furthermore, no safety precautions may be circumvented or modified either by the user or by third parties.

(4) The terms of delivery and return are provided at the moment of the order, i. e. the amount of the shipping costs and who bears the costs of the return is determined there.

(5) Delivery shall be made to the address indicated by the User; the delivery shall be accompanied by an invoice, that may also be sent by email only.

(6) The payment process shall be carried out on Knitted-Love via an external payment service; for further details, please refer to the data protection declaration.

(7) The payment methods offered at the moment are via Paypal and Stripe (credit card). Other payment methods follow.

**§ 4 Order, purchase contract and payment processing**

(1) An order by the user represents an offer to conclude a purchase contract, which is only concluded if this offer is accepted by the seller.

(2) Upon receipt of the order, Knitted-Love will send a confirmation which lists the details of the order. This confirmation does not constitute an acceptance of the order, but merely means that the order has been received by Knitted-Love. Knitted-Love will check the availability of the product*,* with the right to reject it if necessary. The dispatch of the item replaces an explicit declaration of acceptance.

(3) The sales contract comes off to the respective conditions of the salesman. Within the revocation period the user has the right of revocation and return. A corresponding revocation instruction can be found in the respective sales conditions. The revocation is to be addressed to Knitted-Love and the items are to be sent to Knitted-Love.

(4) The shipping and return conditions are provided by Knitted-Love, i.e. they specify the shipping costs and who bears the return costs.

(5) Delivery will be made by Knitted-Love to the address indicated by the User and will be accompanied by an invoice.

(6) The payment process on Knitted-Love is handled via an external payment service; more details can be found in the Privacy Policy.

(7) Payment methods offered are credit card, Sofortüberweisung, SEPA direct debit and PayPal; if a payment is processed via PayPal, the current PayPal payment conditions apply.

**§ 5 RATINGS AND COMMENTS**

(1) Users may rate the article in public after the end of the purchase. The statements made in this context must be truthful and factual and must not be offensive, defamatory or otherwise harassing. Any improper use of the rating system is not permitted; in particular, others may not be threatened or lewd information disseminated.

(2) Knitted-Love may, at its sole discretion and with due regard for the interests of all parties involved, decide whether an evaluation should be deleted and carry out this deletion.

(3) If Knitted-Love incurs damage due to a user's improper evaluation behaviour, the user is obliged to compensate for this damage. In addition, he shall indemnify Knitted-Love from any claims of third parties which Knitted-Love may assert against Knitted-Love on the basis of unreasonable evaluations or harassment.

**§ 6** **TERM AND TERMINATION OF THE CONTRACT OF USE**

(1)  The license agreement is concluded for an indefinite period of time. The user can terminate the contract at any time. The provisions of these Terms and Conditions of Use continue to apply to obligations that have not yet been completed until they are fully concluded.

(2) Knitted-Love may temporarily block the user account or terminate the contract if the user violates the contractual obligations arising from this contract, in particular if the user repeatedly violates the requirements of the rating system according to § 5 or otherwise acts in breach of the law. As a result of the termination, the contractual relationship will be terminated and the user account on the platform will be deleted or blocked.

(3) Notice of termination must be given in text form; e-mails shall be in text form.

 **§ 7 COMPENSATION FOR DAMAGES**

(1)  The user shall exercise the greatest care in fulfilling his obligations under this contract. However, if the user violates one or more of these specifications and this impairs the seller, the user may be liable to pay damages to the seller.

(2)  If Knitted-Love incurs damage due to a breach of contractual obligations on the part of the user, the user shall also be liable to the wearness for damages.

**§ 8 LIABILITY**

(1) Knitted-Love shall only be liable for gross negligence and wilful intent as well as for breach of essential contractual obligations, the fulfilment of which is necessary for the proper execution of the contract and on which compliance is regularly relied upon and may be relied upon ("cardinal obligation").

(2) In the event of a slightly negligent breach of contractual obligations, the liability of Knitted-Love is limited to foreseeable, contract-typical damages.

(3) Insofar as liability is limited or excluded, this also applies to the liability of employees, representatives or vicarious agents.

(4) The aforementioned limitations or exclusions of liability shall not apply in the event of fraudulent concealment of defects or personal injury (violation of life, body or health). This does not entail a change in the burden of proof to the detriment of the other contracting party.

(5) The assignment of the sustainability icons to the respective vendors is based on the information Knitted-Love receives from the vendors on the basis of a detailed questionnaire, in which, among other things, the manufacture, production routes and transport are queried. The icons do not represent a recognized seal or certificate and do not meet official standards.

(6) The platform of Knitted-Love may contain links to external websites of third parties on whose contents Knitted-Love has no influence. Knitted-Love can therefore assume no liability for the correctness and legal admissibility of these external contents. The content of the linked websites is always the responsibility of their respective providers or operators. Knitted-Love expressly does not adopt as its own the content that can be accessed via the reference or link. We cannot reasonably be expected to check the content of the linked pages without concrete indications of an infringement. Knitted-Love will remove such links immediately upon becoming aware of any infringements.

(7) Knitted-Love makes every effort to provide the platform or the online marketplace without interruption. However, since Knitted-Love cannot, for example, guarantee the proper functioning of the Internet, servers and data transmission, there may be interruptions in access to the platform. Availability may also be interrupted from time to time for reasons of maintenance and improvement. Knitted-Love endeavours to keep this to a minimum.

 **9 DATA PROTECTION**

As far as Knitted-Love receives personal data of the user within the scope of the services provided, this data will be used exclusively for the processing of the services. Knitted-Love will at all times comply with the regulations of the Federal Data Protection Act when processing personal data. Further information on data processing by the website can be found in the data protection statements there.

 **§ 10 EXEMPTION / SUPPORT IN DISPUTES**

The user shall indemnify Knitted-Love from all claims asserted by third parties relating to the infringement of their rights. This does not apply if the user is not responsible for the infringement.

**§ 11 FINAL PROVISIONS**

(1)   The user is not entitled to assign claims from this contract to third parties; § 354a HGB (German Commercial Code) remains unaffected.

(2)  Amendments and additions to this agreement, including this written form clause, must be made in writing in order to become effective and must specify the exact term to be amended. The same applies to ancillary and additional agreements.

(3)  Should a provision of this agreement be or become invalid in whole or in part, the invalidity of this provision shall not affect the validity of all other provisions of this agreement. The ineffective provision shall be replaced by a legally valid provision which, from an economic point of view, comes as close as legally permissible to the purpose of the ineffective provision.

(4)   Austrian law shall apply. The exclusive place of jurisdiction is the domicile of Knitted-Love.

 Klagenfurt, May 2019