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#### **TERMS AND CONDITIONS OF USE**

The content, merchandise and services made available to you on this site are provided by Twining Roots, in accordance with the following terms and conditions of use and privacy policy (“Terms and Conditions”). The Terms and Conditions constitute an agreement between you and Twining Roots, in respect of your use of this site, and your use of this site is conditioned upon your acceptance of the Terms and Conditions without modification. Your use of this site constitutes your acknowledgment and acceptance of the Terms and Conditions in their entirety.

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#### Establishment and Use of Your Account

Upon completing the registration process and establishing an account with us, you will be responsible for maintaining the confidentiality of your account and your account password, as well as for restricting access to your computer. You agree to accept responsibility for all activity conducted through your account and with your password.

#### Your Representations and Warranties

By using this site, establishing your account, and placing orders for merchandise featured on this site, you are representing and warranting that you are over 18 years of age, that all information that you provide to us is true, accurate and complete, and that you have the authority to provide that information and to place those orders.

#### Restriction of Use or Termination of Your Account

We reserve the right to restrict use of your account, to suspend or terminate your account, to refuse you service, and/or to cancel orders that you submit in our sole discretion.

#### Shipping Policies and Procedures

Please review our shipping policies and procedures before placing orders for merchandise made available on this site. We will not be liable for any loss, damage, cost, or expense related to delays in shipment or delivery of merchandise. The risk of loss of, and title to, all merchandise purchased on this site will pass to you upon final delivery of the merchandise to the carrier selected to deliver it.

### Taxes and Duties or Customs Charges

Twining Roots will collect sales tax on all purchases of merchandise to be shipped to locations within Maryland. Users are responsible for all sales taxes and other taxes, if any, applicable to merchandise shipped to locations outside Maryland. The rate of sales tax applicable to all merchandise shipped to locations within Maryland will be the rate applicable in Boyds, Maryland at the time of purchase. You and/or the recipient will be solely responsible for any duties or customs charges imposed on all purchases of merchandise shipped to locations outside the United States.

### Disclaimer of Warranties

YOU UNDERSTAND AND AGREE THAT YOU ARE USING THIS SITE AT YOUR OWN RISK, AND THAT THIS SITE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. TWINING ROOTS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE CONTENT, MERCHANDISE OR SERVICES FEATURED ON THIS SITE.

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CERTAIN STATE LAWS DO NOT PERMIT LIMITATIONS ON IMPLIED WARRANTIES OR EXCLUSIONS OR LIMITATIONS OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS UNDER APPLICABLE STATE LAWS.

#### **PRIVACY POLICY**

At Twining Roots, we value your experience and share our commitment to good, clean, and fair work and life with all of our guests. We conduct our business in the most transparent ways we can—from our sustainable supply chain to responsible methods of manufacturing to how we use the information we collect from you.

We collect information solely to improve your experience and to communicate about our products and services.

This Privacy Policy explains our online and offline information practices, the kinds of information we may collect, how we intend to use and share that information, and how you can opt out of a use or change such information.

Twining Roots, Inc., is the sole owner of all information collected on this site. The information that you supply to us enables us to personalize your experience on this site, to better service your requests, to facilitate our communications with you, and to improve our overall customer service capabilities. The information that we collect from you is used entirely and only by us, except in cases where we use third parties to perform certain functions for us, such as credit card processing, order fulfillment, package delivery, or data analysis. In these cases, we provide such third parties with access only to the information that is necessary for them to perform the specific tasks for which they are responsible, and they are not authorized to retain, share, store or that

information for any other purpose. We will not share your information with, or sell or rent your information to, any other party for any reason. In the event that we contemplate using your information for any purpose other than those outlined above, we will notify you and provide you with an opportunity to choose not to share your information in the manner contemplated.

### The Information We Collect

Personal information refers to any information that you voluntarily submit to us and that identifies you personally, including contact information, such as your name, e-mail address, SMS mobile phone number, company name, address, phone number, and other information about yourself or your business. We collect personal information such as your name, e-mail, mailing and billing address, and telephone number at select times when you engage with our website and services.

### How We Collect Information

We collect information from you when you make a purchase from our online store, sign up to join our mailing list, or leave a comment on our Journal.

When you make a purchase from our online store, you have the option to create an account. Whether you create an account or check out as a guest, we'll collect certain information that we use to identify you.

You also have the option to join our mailing list through various locations on our website. As a subscriber to our mailing list, you will receive marketing emails about Twining Roots products, services, news, and events.

### How We Use Information We Collect

We may use your information to contact you about your order, fulfill your order (which includes products, services, and information), respond to questions, contact you to

answer requests for customer or technical support, and allow you to register for events. We also use it for administrative and business purposes to process payments and transactions, verify your identity, and verify your account for informational and operational purposes such as customer service or system maintenance.

If you subscribe to our optional mailing list, we use personal information you provide to us to provide you with marketing materials about offers that may be of interest. We may provide you with these materials by e-mail or postal mail. Such uses include to notify you about offers, products, and services that may be of interest to you as well as measure your interest in the products and services we offer. We do not disclose this information to third parties.

We monitor our website and traffic patterns to improve our web site design and the products and services we offer. In addition, we maintain a record of your product interests, purchases, and whatever else might enable us to enhance and personalize your shopping experience.

We understand that we must maintain and use customer information responsibly. Twining Roots will not rent or sell your e-mail address for any reason. We do not share any information with third parties except for the purpose of processing payment for products you've ordered and as required by law.

You may contact us at any time to opt out of the use of your personal information for marketing purposes.

Third-party websites, Social Media platforms

This site may contain links to other websites and other websites may reference or link to our site or other services. These other domains and websites are not controlled by us,

and we do not endorse or make any representations about Third-Party websites or social media platforms. We encourage our users to read the privacy policies of each and every website and application with which they interact. We do not endorse, screen or approve, and are not responsible for the privacy practices or content of such other websites or applications. Visiting these other websites or applications is at your own risk.

Our services may include publicly accessible blogs, community forums, or private messaging features. The site and our other services may also contain links and interactive features with various social media platforms (e.g., widgets). If you already use these platforms, their cookies may be set on your device when using our site or other services. You should be aware that personal information which you voluntarily include and transmit online in a publicly accessible blog, chat room, social media platform or otherwise online, or that you share in an open forum may be viewed and used by others without any restrictions. We are unable to control such uses of your information when interacting with a social media platform, and by using such services you assume the risk that the personal information provided by you may be viewed and used by third parties for any number of purposes.

The above excludes text messaging originator opt-in data and consent; this information will not be shared with any third parties.

#### Third-Party Payment Processing

When you make purchases through the services, we may process your payments through a Third-Party application. The Third-Party application may collect certain financial information from you to process a payment on behalf of Twining Roots, including your name, email address, address and other billing information.

#### **LINKS TO OTHER SITES**

We may provide links on this site to sites operated by other parties for your convenience. Because we have no control over these sites, we cannot take responsibility for their operation or for the content or merchandise featured on or made available through them. You should carefully review the terms and conditions of use and privacy policies associated with these sites before making any use of them, particularly because these sites may make use of your personally identifiable information in ways inconsistent with these Terms and Conditions.

#### **AFFILIATE LINKS**

By clicking an affiliate link on our website, Twining Roots may earn a small commission from the product purchased through that link. This commission supports our business and to continue to design and create the products that you love. We only provide links that we fully trust and stand behind and are disclosing this in accordance with the Federal Trade Commission's 16 CFR, Part 255: "Guides Concerning the Use of Endorsements and Testimonials in Advertising".

#### **INDEMNIFICATION**

You agree to indemnify and hold harmless Twining Roots, and its directors, officers, employees, contractors and suppliers ("Indemnified Parties"), from and against any and all claims, demands, actions, proceedings and damages, including without limitation reasonable attorneys' fees and costs, that may be incurred by any of the Indemnified Parties and that arises from or relates to your use of this site.

#### **GOVERNING LAW AND DISPUTES**

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Maryland without regard to its principles of conflicts of laws. Any dispute arising between us shall be brought before any court located within the State of Maryland, Montgomery County having jurisdiction over such a dispute. By using this site you irrevocably submit to the jurisdiction of the above-mentioned Maryland courts for



purposes of resolving any such dispute, and waive any claim or defense of inconvenient forum or lack of personal jurisdiction.

#### **USE OF COOKIES**

A cookie is a piece of data transferred by us to your hard drive which allows our system to recognize your browser on subsequent visits to this site. We may use cookies to enable us to track and target your interests, and to enhance your experience on this site. Cookies are not linked to personally identifiable information.

The website uses cookies to help keep track of items you put into your shopping cart including when you have abandoned your cart and this information is used to determine when to send cart reminder messages via SMS or email.

#### **USE OF LOG FILES**

We may use IP addresses to analyze trends, administer this site, track movement and to gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information.

#### **CHILDREN**

Although we offer for sale on this site merchandise that may be suitable for use by children, this site does not otherwise cater to children in any way. These Terms and Conditions do not permit the use of this site by, or the sale of merchandise or services to, persons under 18 years of age, nor do these Terms and Conditions contemplate the collection of information from, or relating to, persons under 18 years of age.

#### **SECURITY**

We have incorporated into this site certain features designed to safeguard information that we obtain from you. For example, when you are asked to enter certain sensitive information (such as a credit card number), that information is protected with encryption software.

While we use measures like encryption to protect sensitive information, we also take measures to protect your sensitive information offline. Because our websites are an extension of our retail stores, the stores and online inventory and customer databases may be linked. Access to such databases is limited to those employees that require access in order to perform specific functions such as billing, order processing, shipping and customer service, and such access is password protected. If you have questions about the security features of this site, you may send an e-mail to [info.twiningroots@gmail.com](mailto:info.twiningroots@gmail.com)

#### **MOBILE TERMS OF SERVICE**

The Twining Roots mobile message service (the "Service") is operated by Twining Roots. Your use of the Service constitutes your agreement to these terms and conditions ("Mobile Terms"). We may modify or cancel the Service or any of its features without notice. To the extent permitted by applicable law, we may also modify these Mobile Terms at any time and your continued use of the Service following the effective date of any such changes shall constitute your acceptance of such changes.

By consenting to Twining Roots's SMS/text messaging service, you agree to receive recurring SMS/text messages from and on behalf of Twining Roots through your wireless provider to the mobile number you provided, even if your mobile number is registered on any state or federal Do Not Call list. Text messages may be sent using an automatic telephone dialing system or other technology. Service-related messages may include updates, alerts, and information (e.g., order updates, account alerts, etc.). Promotional messages may include promotions, specials, and other marketing offers (e.g., cart reminders).

You understand that you do not have to sign up for this program in order to make any purchases, and your consent is not a condition of any purchase with Alabama Chanin. Your participation in this program is completely voluntary.

We do not charge for the Service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless provider. Message frequency varies. Message and data rates may apply. Check your mobile plan and contact your wireless provider for details. You are solely responsible for all charges related to SMS/text messages, including charges from your wireless provider.

You may opt-out of the Service at any time. Text the single keyword command STOP to Twining Roots or click the unsubscribe link (where available) in any text message to cancel. You'll receive a one-time opt-out confirmation text message. No further messages will be sent to your mobile device, unless initiated by you. If you have subscribed to other Twining Roots mobile message programs and wish to cancel,

except where applicable law requires otherwise, you will need to opt out separately from those programs by following the instructions provided in their respective mobile terms.

For Service support or assistance, email [info.twiningroots@gmail.com](mailto:info.twiningroots@gmail.com)

We may change any short code or telephone number we use to operate the Service at any time and will notify you of these changes. You acknowledge that any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed may not be received and we will not be responsible for honoring requests made in such messages.

The wireless carriers supported by the Service are not liable for delayed or undelivered messages. You agree to provide us with a valid mobile number. If you get a new mobile number, you will need to sign up for the program with your new number.

To the extent permitted by applicable law, you agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the Service, any errors in such information, and/or any action you may or may not take in reliance on the information or Service.

We respect your right to privacy.

#### **E-MAIL COMMUNICATIONS**

We send to all new registrants an e-mail to verify password and username information.

Once you have established an account with us, you will occasionally receive information relating to our new merchandise and service offerings, activities at our stores, and other information that may be of interest to you.

#### **CORRECTION/UPDATING PERSONAL INFORMATION**

We will continue to make efforts to provide you with simple means by which you may correct, update, or remove your personally identifiable information, such as your home address or phone number, from our database. You may do this on this site, by making corrections to the relevant data fields included in your user account, by e-mailing us at [info.twiningroots@gmail.com](mailto:info.twiningroots@gmail.com) or by notifying us by mail.

#### **CHANGES TO SITE AND TERMS AND CONDITIONS**

We reserve the right to change or modify all or any portion of this site, including any and all Content, merchandise, or services featured on this site, at any time in our sole


discretion. Sales prices for merchandise and services are subject to change without notice, and if merchandise or services are listed at an incorrect sales price, we reserve the right to refuse, cancel or limit any orders placed for such merchandise or services at the incorrect price.

We also reserve the right to change or modify all or any portion of these Terms and Conditions at any time in our sole discretion. At times such changes may be necessary to address the addition or discontinuance of merchandise or services offered on this site, technological changes made to this site, changes made to our business procedures or practices, or other factors. More importantly, we will not be obligated to notify you of these changes as and when they are made. Accordingly, it is important that you review these Terms and Conditions regularly. If you disagree with any change that we may make to these Terms and Conditions, your sole recourse is to discontinue your use of this site.

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