Terms of Use

Effective Date: 02/16/2023

Last Updated: 02/13/2025

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By accessing and using this Website, you agree to the following terms and conditions, Privacy Policy, and any additional terms and conditions that may apply to services and products available through this Website. You agree, by accessing and using this Website, that you are at least 18 years old or supervised by a parent or guardian, and legally able to enter into a contract.

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If you wish to purchase a service or product through our Website, you agree to these Terms of Use and our Terms and Conditions of Purchase for each product or service purchased. In the event of any conflict between these policies, the Terms and Conditions of Purchase shall control.

User Rights, Conduct, and Limitations

Your privacy is important to us. Please review our Privacy Policy for information about what data we collect, how we collect your data, why we collect your data, how long we retain your data, when we may share your data, and your rights regarding your personal data.

If you are under 18, you must obtain parental consent to use this Website. In our sole discretion, we reserve the right to refuse service, remove or edit content, and terminate accounts.

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You agree not to access this Website to carry out commercial activity or transmit spam.

You agree not to use any robot, scraper, or spider to access this Website.

You agree not to interfere with advertisements or safety features on this Website in any way including blocking or obscuring such advertisements or safety features.

You acknowledge and agree that Emily Kim Co, in its sole discretion, may remove any content it deems to violate these Terms or otherwise constitute a criminal offense, fraud, or potentially create civil liability.

In the event of third-party legal action against you arising from or relating to your use of this Website, you agree to hold harmless and indemnify Emily Kim LLC from any related claims or actions.

Product Descriptions & Privacy

We do not guarantee that all information regarding product descriptions and pricing displayed on our website is 100% accurate. We reserve the right to make corrections to any errors without further notice to you.

While we make diligent and reasonable efforts to ensure to accuracy of product description and pricing information on our Website, we cannot guarantee that typographical errors, pricing errors, and mistakes in product descriptions will not occur.

At times, colors of products may appear differently depending on your device or screen. While we make reasonable efforts to describe product colors as accurately as possible, we cannot guarantee that a physical product will be the exact color displayed on your screen.

Order Limitation

We may, in our sole discretion, limit the quantities of a product purchasable per order or per person.

Submissions and Reviews

In your use of this Website, you may submit comments, suggestions, reviews, questions, and other information. However, any submissions that contain illegal, obscene, or threatening information will be removed, and you may be prohibited from future use of this Website. You also may not submit any type of spam including, but not limited to, mass mailings or chain letters, political campaign material, or commercial solicitations. You may not transmit any information which infringes on another party’s

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Los Altos, CA 94024

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Indemnification

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Termination

Any violation of these Terms of Use may lead to termination of user’s access to this Website and/or appropriate legal action. In our sole discretion, we may, for any reason, limit, restrict, suspend, or terminate your access to this Website without prior notice or liability.

Jurisdiction

The terms of this Agreement will be governed by the laws of the State of Massachusetts. The state and federal courts located in Massachusetts will have exclusive jurisdiction over any case or controversy arising from or relating to this agreement, use of this Site, or any products or services provided by Emily Kim LLC or disputes arising out of or relating to your use of this Website. You hereby unconditionally and irrevocably consent to the personal and subject matter jurisdiction of the federal and state courts of the State of Massachusetts for purposes of any claim or action arising out of or relating to these Terms.

By accessing or using this Website, you consent irrevocably to personal jurisdiction in such courts in relation to any matter in connection with your use of this Website or use of services provided by or products purchased from Emily Kim LLC and waive any defense of forum non conveniens. Through your access and use of this Site, you are deemed to have knowingly and voluntarily waived any right to a trial by jury in any case or controversy related to this Agreement, use of this Website, or any services provided by or products purchased from Emily Kim LLC.

Dispute Resolution

If a dispute arises from or relating to this Agreement, our Content, or Website, and the Parties are unable to settle the dispute through direct communication, the Parties agree to first try to settle the dispute by mediation with the help of a mutually agreed upon mediator in Massachusetts. The Parties shall share any costs and fees related to the mediation equally, other than attorney fees. If mediation does not resolve a controversy or claim arising out of or related to this Agreement, the Parties further agree that any unresolved controversy or claim arising out of or related to this Agreement will be settled by arbitration administered by the American Arbitration Association and the judgment on the arbitration award may be entered in any court having jurisdiction over the matter.

Miscellaneous

Any failure by us to act on or enforce any provision contained within these Terms shall not constitute or be construed as a waiver of the provision or any other provision contained within these Terms. To be effective, a waiver of any provision contained within these Terms must be made by us in a signed, written agreement and no such waiver shall constitute a waiver of any other provision within these Terms besides the provision expressly waived in that signed writing.

The section headings contained within these Terms shall not be given any legal meaning or significance and are provided simply for convenience.

Severance

If any provision of this Agreement is found unenforceable, illegal or invalid, it shall not affect any other provisions of this Agreement.

Complete Understanding

This Agreement supersedes any prior agreement, communication, or representations between you and Emily Kim LLC and constitute a complete and final agreement regarding your use of this Website.