



#20129 & #20144 & #20145

+ STANDARD TERMS AND CONDITIONS

IMPORTANT NOTES

1. **Congrats!** You (“client” and/or “you” or “your”) are soon to join the elite ranks of those who can legitimately state that they recycle bras. Our process of recycling bras into carpet padding depends on location, total weight, minimum market requirements, and production availability. B.R.A.™ certified recycling creates carpet padding that is comprised of additional recycled components used by our manufacturing partners, and is not made from 100% bras.
2. These terms and conditions include the material terms and conditions that govern Your use of KATHLEEN KIRKWOOD, INC. d/b/a, **B.R.A. BRA RECYCLING AGENCY** (the “Company” “we,” “us” or “our”) Services (defined below). By accesses, viewing, or browsing our website, or by using our Services, you agree to be bound by all of the terms and conditions as set forth herein (“Terms”). You shall also be subject to any local laws and rules applicable to such Services that may contain terms and conditions in addition to these Terms. These Terms are subject to change at any time without notice.
3. **Changes and Modifications to the Terms:** We shall have the right at any time and without prior notice, at our sole discretion, to revise these Terms or to impose new terms and conditions with respect to access to or use of the Services. Such revisions and additions shall be effective immediately upon posting the revised or additional terms and conditions. You are responsible for reviewing these Terms periodically for any modification that may affect your rights or obligations. You agree that you shall be deemed to be apprised of and bound by any modification to these Terms as of the date such Terms are posted. Any access of the our website or use of our Services by you after revisions or additions to these Terms shall constitute and be deemed to be your acceptance of such revisions or additions
4. **Services:** The Company is a platform whereby persons or entities desiring recycle their bras are able to process of recycling such bras (the “Services”).
5. **Payment Receipt:** The Company cannot begin processing any part of client order until payment is received *and* fully clears any bank processing.

6. **Non Refundable Policy:** All Company Services & product payments are non-refundable upon receipt of your shipped bras. If you choose to cancel service *before* YOU ship your boxes or cartons, please expect a 15% service and re-processing fee.
7. **Shipping Permit Number:** We only process shipments received that have a valid permit number attached. To avoid facility rejects, be *certain* that your permit number is properly included on each shipment, and clearly visible. Unless otherwise arranged, the order number you received from the Company website is your permit number. *Note:* you must hand write the permit number on 20144 Labels in the square, the permit number for 20129 Cartons will come pre-written on the label cartons, and the permit number for 20145 Gaylords will arrive as Certified Printed Permit Labels, with unique integers.
8. **Permit Location:** Due to the fact that our locations, hold centers, and facility locations vary based on schedules and volumes, *only use the shipping address provided on your permit or pre-paid shipping label.* Do not copy, xerox, duplicate, or re-use a shipping label. Do not ship anything to any address without first purchasing a valid new permit.

RECYCLING TERMS

1. **Acceptable Bras:** We recycle bras of all fibers—natural and synthetic—including sports bras.
2. **Non-Acceptable Bras:** We do **NOT** accept gel bras at this time, due to the composition of the materials. If at all possible, please do *not* send gel bras, as they will not be recycled. Any gel bras sent to any of our facilities will be set aside by the recycler, and rerouted to local Department of Sanitation facilities, at their discretion. The Company reserves the right to discontinue further bra recycling Services from any company sending non-acceptable material, as determined in the sole discretion of the Company.
3. **Other Than Bras:** *On an individual and pre-arranged basis,* the Company will accept and recycle materials other than bras, i.e. underwear, swimwear, shapewear, pantyhose, damaged fabric from intimates, etc. To make such arrangements, please contact your Company specialist/curator at info@brarecyclingagency.com for further details and to make arrangements and custom payment. Do *not* send any materials other than bras without prior arrangement. A ‘special’ Service fee will be calculated, if a client wants to consider additional segregation costs.
4. **Packaging Restrictions:** We do not accept any bras in packaging, or those that have been hand tagged, or poly-bagged. Please remove prior to shipping to any of our facilities. Bras received with tags or packaging will be rerouted to local Department of Sanitation facilities, at their discretion and timing. The Company holds the right to refuse recycling business and shipments from any client who sends bras in packaging, since re-routing and sorting is a costly enterprise. Such clients will not be entitled to any refund.
5. **Recycling Schedule:** The Company will recycle materials when minimum volume/weight thresholds are met. The Company holds the right to delay the recycling process until such volume/weight minimums are met, based on market requirements and recycler facility availability and schedules.

6. **Carpet Padding Process:** The Company recycling process creates “Bra Beads”, which are only one part of the carpet padding. Carpet padding created with recycled bras is not entirely made of recycled bras, but rather, the final bra-recycled carpet padding will include varying numbers of Bra Beads, depending on the carpet padding manufacturers’ individual content requirements.
7. **Intellectual Property:** The Company Bra Beads/Carpet Padding recycling process is a wholly owned patent-pending methodology of the Company and a wholly-owned asset of the company. As such, the Company does not publicly share information/details of the methodology, development resources, brokers, facilities, etc. Trademarks and copyrights are posted publicly on the Company website and on related social media and customer communications. The logo in the header is a registered Trademark of the Company (the “Trademark”).

LICENSING TERMS

1. **Agree To Display:** For these three à la carte Services (20129, 20144, 20145), client agrees to display the Trademark logo (“Certified Logo”) on any advertising or promotional materials that discusses bra recycling in connection with your business or events.
2. **Agree To License:** in order to hold a b.r.a. ® licensed collection, you must Display the Certified Logo in-store or on social media, or a website, please Purchase a DISC or Disc licensed jpg #20132 license logo + disc + jpg. (B.R.A. ™ #20129 & #20144 & #20145 images currently uploaded onto this item# page on the shopping cart, are useable in your campaign in social, e-mail, online or other digital customer communication). In the alternative, you may display the words, “Recycling services provided by Bra Recycling Agency, Inc.” (“Certified Trademark Statement”) without displaying the logo. You may, of course, display both. To our knowledge, our bra recycling process is the *only* authentic landfill reducing bra recycling process in the world. As such, we do not permit promoting a bra recycling event or any type of marketing campaign without use of our Certified Logo and/or the Certified Trademark Statement, to help ensure no confusion with other less-than-honest companies who claim ‘bra recycling’ but who merely conduct clothing drives and/or direct-to-landfill collections. We respect our clients and also know that your clients hold you to a high standard. Therefore, we protect all of our clients by requiring that our Certified Logo and/or Certified Trademark Statement is/are prominently displayed on any advertising or promotion related to bra recycling.
3. **Full Certification/Custom Licensing:** If you wish to create a white-label custom recycling program whereby you are not bound to paragraphs (1 and 2) above for 20129, 20144, 20145 (“Agree to Display”), you may purchase a full Brand or Retailer Certification, which will give you full usage rights, at <https://brarecyclingagency.com/product/bra-brand-certification/>
4. **Social Media Promotion:** Unless otherwise agreed in writing, you grant the Company the right to promote client purchases and/or recycling events via social media, email, press release, or other promotional methods, and to use your company name(s) or event name(s) in such promotions. The specifics of such promotional content would be limited to your company name, the product(s)/service(s) purchased, and/or recycling events promoted.

5. **Our Social Media Tags:** You may tag us on Instagram (@brarecyclingagency), Facebook (@brarecyclingagency) and Twitter (@brarecyclingagency) and incorporate us (and photos from our website) into your social media promotion from the moment you make a purchase on our site until the day you dispatch your shipment to our facility. Stating that you are 'bra recycling with B.R.A.™' after you have shipped to our facility (and without repurchasing a new valid permit number) is not permitted.

OTHER TERMS:

1. **Breast Cancer Research:** Underwire and metal from recycled bras is extracted, collected and stored. Once a minimum volume/weight threshold of such metal is met, it is sold to a variety of metal recyclers at market value. The Company then donates all net proceeds from the metal recycling to breast cancer research. Our breast cancer research partner/donation group is still undergoing management review, and will be chosen at the Company's sole and exclusive discretion.
2. **Law:** These terms will be interpreted according to the laws of New York.
3. **Indemnity:** You will defend, indemnify, and hold the Company including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the Company Services, including: (1) your breach of this Agreement or the documents it incorporates by reference; (2) your violation of any law or the rights of a third party, as a result of your own interaction with such third party; and/or (3) any other activities in connection with the Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.
4. **Limitation of Liability:** THE COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (I) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (II) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND THE COMPANY'S REASONABLE CONTROL. THE COMPANY RECOGNIZES THAT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THEREFORE IN THOSE JURISDICTIONS, THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. IF THE LAWS APPLY TO YOU, THERE IS POSSIBILITY THAT THE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND THEREFORE GIVE RISE TO OTHER RIGHTS TO YOU.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO THE Company DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM FOR THE SERVICES, BUT IN NO EVENT GREATER

THAN FIVE THOUSAND DOLLARS (\$5,000.00). TO THE EXTENT THAT FOREGOING EXCLUSION OF OR THE LIMITATION OF THE COMPANY'S MAXIMUM AGGREGATE LIABILITY, IS IN VIOLATION OF THE LAW IN CERTAIN STATES OR JURISDICTIONS, THE COMPANY'S MAXIMUM AGGREGATE LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES OR JURISDICTIONS. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF THE Company ARISING OUT OF THIS AGREEMENT WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. THIS PROVISION SHALL HAVE NO EFFECT ON THE COMPANY'S CHOICE OF LAW PROVISION SET FORTH BELOW

5. **Electronic Communications:** When you visit the Sites or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We may choose to communicate with you by e-mail, text messaging, or by posting notices on the Sites. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
6. **Dispute Resolution:** Both parties agree to negotiate in good faith a potential solution to any dispute, first via email, and then via telephone conference ("Preliminary Dispute Resolution Proceedings"), prior to initiating any official legal proceedings. During said Preliminary Dispute Resolution Proceedings, should negotiations break down, both parties agree to first discuss whether arbitration would quickly and efficiently solve the issue, but should the party seeking redress wish to file a lawsuit, such will be permitted.
7. **Headings:** The headings and paragraph titles are merely to be used for description and should not be used to interpret the terms of this agreement.

****END****