

Terms and Conditions

Agreement between User and MILKMONSTERLLC.SHOP

Welcome to MILKMONSTERLLC.SHOP. The MILKMONSTERLLC.SHOP website (the "Site") is comprised of various web pages operated by Milk Monster LLC. Throughout the site, the terms "we", "us" and "our" refer to Milk Monster LLC. MILKMONSTERLLC.SHOP is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of MILKMONSTERLLC.SHOP constitutes your agreement to all such Terms. Please read these Terms of Service carefully before accessing or using our website. 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 or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), 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.

MILKMONSTERLLC.SHOP is hosted on Wix.com, Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you

Online Boutique Baby Store

Online Store Terms

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence, and you have given us your consent to allow any of your minor dependents to use this site. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

General Conditions

Milk Monster LLC reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Accuracy, Completeness and Timeliness of the Information

Milk Monster LLC 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 material 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. Milk Monster LLC reserve the right to modify the contents of this site at any time, but Milk Monster LLC have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. Milk Monster LLC reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). Milk Monster LLC undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

Modifications to The Service and Prices

Prices for our products are subject to change without notice. Milk Monster LLC reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. Milk Monster LLC shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Service.

Products or Services (if applicable)

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 Return Policy. Milk Monster LLC have made every effort to display as accurately as possible the colors and images of our products that appear at the store. Milk Monster LLC cannot guarantee that your computer monitor's display of any color will be accurate. Milk Monster LLC reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. Milk Monster LLC may exercise this right on a case-by-case basis. Milk Monster LLC reserve the right to limit the quantities of any products or services that Milk Monster LLC offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. Milk Monster LLC 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. Milk Monster LLC 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.

Accuracy of Billing and Account Information

Milk Monster LLC reserve the right to refuse any order you place with us. Milk Monster LLC 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 Milk Monster LLC make a change to or cancel an order, Milk Monster LLC may attempt to notify you by contacting the e mail and/or billing address/phone number provided at the time the order was made. Milk Monster LLC 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 Milk Monster LLC can complete your transactions and contact you as needed. For more detail, please review our Returns Policy.

User Comments, Feedback and Other

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 Milk Monster LLC may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. Milk Monster LLC 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. Milk Monster LLC may, but have no obligation to, monitor, edit or remove content that Milk Monster LLC 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 the Service 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 for any comments you make and their accuracy. Milk Monster LLC take no responsibility and assume no liability for any comments posted by you or any third-party.

Electronic Communications

Visiting MILKMONSTERLLC.SHOP or sending emails to Milk Monster LLC constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that Milk Monster LLC provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Privacy

Your use of MILKMONSTERLLC.SHOP is subject to Milk Monster LLC's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Milk Monster LLC is not responsible for third party access to your account that results from theft or misappropriation of your account. Milk Monster LLC and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

Milk Monster LLC does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use MILKMONSTERLLC.SHOP only with permission of a parent or guardian.

Cancellation/Refund Policy

Your use of MILKMONSTERLLC.SHOP is subject to Milk Monster LLC's Cancellation/Refund Policy. Please review our Cancellation/Refund Policy.

Damaged items

If an order arrives damaged, please notify us via email and include pictures as well as your order number. Milk Monster LLC must be notified within 7 business days of marked delivery date. If Milk Monster LLC are not made aware within 7 business days of delivery, Milk Monster LLC will not be able to repair, replace or refund. If an item arrives damaged, Milk Monster LLC will repair the item and if Milk Monster LLC cannot repair it then Milk Monster LLC will replace or issue a refund.

Shipping and Insurance

Orders take 3-7 business days to be processed and shipped.

Based off your selection at checkout, tracking for your order is emailed or sent to you via text once your order is processed and shipped out. Once your order is placed, if something needs to be changed, please email admin@milkmonsterllc.com with ORDER CHANGE in the subject line. Changes to orders are NOT GUARANTEED due to our quick turnaround time.

NO DISCOUNTS WILL BE APPLIED TO ORDERS ONCE THEY HAVE BEEN SUBMITTED. If sizes need to be switched out and the order hasn't been processed and shipped, Milk Monster LLC will do our best to change out sizes, but this is NOT GUARANTEED due to our fast turnaround time. If tracking shows that there is an unexpected delay in the delivery of your package, please contact your local Post Office. Milk Monster LLC can only provide you with the same information that is listed on the tracking online as that is all Milk Monster LLC have access to. If an order is marked by USPS as unclaimed, refused, or undeliverable the order will be canceled, and our 5% processing fee will apply once Milk Monster LLC receive it back. If you are accidentally sent an incorrect item, you will be sent a prepaid return label via email. Please print this out and place item in your mailbox or drop at your local post office within 7 business days. Once Milk Monster LLC receive the incorrect item back from you, Milk Monster LLC will then send the correct one. Milk Monster LLC cannot send the correct item right away as a lot of times the incorrect item you received needs to go to someone else. Your return label will be void after 7 business days and Milk Monster LLC can no longer accept the return.

Milk Monster LLC are only responsible for lost or damaged packages if Insurance was selected at checkout. If insurance was NOT selected at checkout, MILK MONSTER LLC WILL NOT be able to replace those items. Insurance does not cover packages that were sent to the address that was entered in at check out that the customer failed to enter the address correctly. If your tracking shows your package has been delivered, please check with your neighbors and family members to make sure they did not receive it by mistake. If the package has not been delivered within 30 business days of the item being shipped, please reach out to Milk Monster LLC, if you have purchased the insurance with your order and you will be sent a new package with the missing items. In the event one of the items that you ordered are out of stock, you will be issued a refund. If you purchased route insurance, you would need to get in contact with them. If insurance was not purchased, you will need to contact the post office with any and all questions regarding shipping issues.

Links to Third Party Sites/Third Party Services

MILKMONSTERLLC.SHOP may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Milk Monster LLC and Milk Monster LLC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Milk Monster LLC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Milk Monster LLC of the site or any association with its operators.

Certain services made available via MILKMONSTERLLC.SHOP are delivered by third party sites and organizations. By using any product, service or functionality originating from the MILKMONSTERLLC.SHOP domain, you hereby acknowledge and consent that Milk Monster LLC may share such information and data with any third party with whom Milk Monster LLC has a contractual relationship to provide the requested product, service or functionality on behalf of MILKMONSTERLLC.SHOP users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use MILKMONSTERLLC.SHOP strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Milk Monster LLC that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Milk Monster LLC or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Milk Monster LLC content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Milk Monster LLC and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. Milk Monster LLC do not grant you any licenses, express or implied, to the intellectual property of Milk Monster LLC or our licensors except as expressly authorized by these Terms.

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 Service or any related website, other websites, or the Internet. Milk Monster LLC reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Use of Communication Services

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed

in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

Milk Monster LLC has no obligation to monitor the Communication Services. However, Milk Monster LLC reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Milk Monster LLC reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Milk Monster LLC reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Milk Monster LLC's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Milk Monster LLC does not control or endorse the content, messages or information found in any Communication Service and, therefore, Milk Monster LLC specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Milk Monster LLC spokespersons, and their views do not necessarily reflect those of Milk Monster LLC.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

Materials Provided to MILKMONSTERLLC.SHOP or Posted on Any Milk Monster LLC Web Page

Milk Monster LLC does not claim ownership of the materials you provide to MILKMONSTERLLC.SHOP (including feedback and suggestions) or post, upload, input or submit to any Milk Monster LLC Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Milk Monster LLC, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. Milk Monster LLC is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Milk Monster LLC's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Third Party Accounts

You will be able to connect your Milk Monster LLC account to third party accounts. By connecting your Milk Monster LLC account to your third-party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third-party sites). If you do not want information about you to be shared in this manner, do not use this feature.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. MILK MONSTER LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

MILK MONSTER LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. MILK MONSTER LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MILK MONSTER LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF MILK MONSTER LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT

ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

Milk Monster LLC reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Georgia and you hereby consent to the exclusive jurisdiction and venue of courts in Georgia in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Milk Monster LLC as a result of this agreement or use of the Site. Milk Monster LLC's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Milk Monster LLC's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Milk Monster LLC with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Milk Monster LLC with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Milk Monster LLC with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

International Users

The Service is controlled, operated, and administered by Milk Monster LLC from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Milk Monster LLC Content accessed through MILKMONSTERLLC.SHOP in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Milk Monster LLC, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including

reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Milk Monster LLC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Milk Monster LLC in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regard to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Milk Monster LLC agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

Changes to Terms

Milk Monster LLC reserves the right, in its sole discretion, to change the Terms under which MILKMONSTERLLC.SHOP is offered. The most current version of the Terms will supersede all previous versions. Milk Monster LLC encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Milk Monster LLC welcomes your questions or comments regarding the Terms:

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Effective as of March 31, 2022