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By accessing this Website, you agree to be bound by the Terms of Use set forth herein. If there is anything you do not understand, please email any inquiry to admin@ultimatebrushoff.com. If at any time you do not agree to these Terms of Use, please do not use this Website.

YOU SHALL NOT USE THE WEBSITE FOR ANY ILLEGAL PURPOSES, AND YOU WILL USE IT IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. YOU SHALL NOT USE THE WEBSITE IN A WAY THAT MAY CAUSE THE WEBSITE TO BE INTERRUPTED, DAMAGED, RENDERED LESS EFFICIENT OR SUCH THAT THE EFFECTIVENESS OR FUNCTIONALITY OF THE WEBSITE IS IN ANY WAY IMPAIRED. YOU AGREE NOT TO ATTEMPT ANY UNAUTHORIZED ACCESS TO ANY PART OR COMPONENT OF THE WEBSITE.

1. Intellectual Property Ownership and Use

1.1 You acknowledge and agree that the Marks, copyrights and any and all other intellectual property rights in all material or content contained within this Website shall remain at all times vested in us or, in the cases where we are using such material or content under authority from a third party, in the owner of such material or content.

1.2 We grant you the limited right to access and make use of the Website as our user. However, you shall not: a) reproduce, duplicate, copy, sell or otherwise exploit the Website or any image, page layout, page design, trade dress, trademark, logo or other content ("Site Content") for any commercial purpose; b) use a robot, spider or data mining or extraction tool or process to monitor, extract or copy Site Content; c) use any meta tags, search terms, key terms, or the like that contain the Website's name or our Marks; d) engage in any activity that interferes with the Website or another user's ability to use the Website; e) modify, create derivative works from, reverse engineer, decompile or disassemble any technology used to provide the Website and the goods or services offered on the Website; or f) assist or encourage any third party in engaging in any activity prohibited by these Terms of Use.

1.3 You shall not use, copy, distribute, or exploit any of the Marks or Site Content in any manner without our prior written permission.

1.4 All Site Content and all materials and content contained within the Website, including but not limited to the text, graphics, logos, button icons, images, audio clips, video clips, articles, posts and data compilations appearing on the Website, are owned by us, or used by us under authorization, and are protected by U.S. and foreign trademark and copyright laws. No portion of the materials or content on these pages may be reprinted or republished in any form without our express written permission.

2. Infringement Notice

2.1 We respect the intellectual property rights of others and require that our users do the same. If you believe your work has been copied in a manner that constitutes copyright infringement, or you believe your rights are otherwise infringed or violated by anything on the Website, please notify us by sending an email to the following address: admin@ultimatebrushoff.com.

2.2 In order for us to more effectively assist you, the notification must include all of the following:

a. A physical or electronic signature of the owner of the right claimed to be infringed or the person authorized to act on the owner's behalf;

b. A description of the copyrighted work or other right you claim has been infringed or violated;

c. Information reasonably sufficient to locate the material in question on the Website;

d. Your name, address, telephone number, e-mail address and all other information reasonably sufficient to permit us to contact you;

e. A statement by you that you have a good faith belief that the disputed use is not authorized by the rightful owner, its agent or the law; and

f. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the owner of the right claimed to be infringed or violated or are authorized to act on behalf of the owner.

3. Errors and Inaccuracies

3.1 We strive to provide complete, accurate, up-to-date information on the Website. Unfortunately, despite those efforts, human or technological errors may occur. The Website may contain typographical mistakes, inaccuracies, or omissions, some of which may relate to pricing and availability of products we may offer for sale on our Website, and some information may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions, including after an order has been submitted, and to change or update information at any time without prior notice.

3.2 You acknowledge that the particular technical specifications and settings of your computer and its display could affect the accuracy of its display of the colors and look of products offered for sale on the Website.

3.3 IF YOU BELIEVE THAT A PRODUCT OFFERED FOR SALE BY US IS NOT AS DESCRIBED, YOUR SOLE REMEDY IS TO RETURN IT TO US FOR A REFUND IN UNUSED CONDITION.

4. Changes to Website or These Terms of Use

4.1 Other than as may be required by law, we reserve the right to modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you, and you confirm that we shall not be liable to you or any third party for any modification to withdraw or withdrawal of the Website or any portion of it.

4.2 We may alter these Terms of Use from time to time, and your use of the Website (or any part of the Website) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms of Use have been changed. **If you do not agree to any change to the Terms of Use then you must immediately stop using the Website.**

4.3 The Website is subject to constant change. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website.

5. External Sites and Resources

We are not responsible for the availability of any websites owned or controlled by third-parties. We do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of any third party websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offense caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such third-party external sites or resources.

6. Orders, Price and Resale

Nothing on the Website constitutes a binding offer to sell products described on the Website or to make such products available in your area. We reserve the right at any time after receipt of your order to accept or decline your order, or any portion thereof, in our sole discretion, even after your receipt of an order confirmation or after your credit card has been charged. The prices displayed on the Website are quoted in U.S. dollars and must be paid in U.S. dollars. In the event a product is listed at an incorrect price, we have the right to refuse or cancel orders placed for the product listed at the incorrect price, regardless of whether the order has been confirmed or your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we will issue a credit to your credit card account.

7. Online Services

7.1 The Website contains or may contain various interactive portions, such as a user forum, message board or other types of interactive features that allow users to post content on our Website ("Online Services"). We have no obligation to actively monitor the Online Services, but we reserve the right to do so. We are not responsible for, nor do we vouch for the accuracy of, the content of any artwork, photographs, user comments or other content ("User Content") that may be posted or uploaded by a user. User Content expresses the views and opinions of the user and does not necessarily reflect our views or opinions. We reserve the right, in our sole discretion, to edit, delete, or refuse to post User Content, for any reason whatsoever.

7.2 If you believe that any User Content is inaccurate or objectionable, you should contact us by sending an email to admin@ultimatebrushoff.com. Please provide us with detailed information about the nature and location of the alleged objectionable material so that we may easily locate and investigate the same.

7.3 By using this Website, you agree that:

a. You will not upload, post, email or otherwise transmit any material or other content that: (i) is defamatory, libelous, disruptive, threatening, invasive of a person's privacy, harmful, abusive, harassing, obscene, hateful, or racially, ethnically or otherwise objectionable; or that otherwise violates any law; (ii) contains software viruses or any other computer codes, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (iii) infringes any person or entity's intellectual property rights (including but not limited to, patent, trademark, trade secret, copyright or other intellectual property right).

b. You will not impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity.

c. You will not repeatedly post the same or similar message ("flooding") or post excessively large or inappropriate images or content.

d. You will not distribute or publish unsolicited promotions, advertising or solicitations for funds, goods or services, including but not limited to, junk mail, spam and chain letters.

7.4 User Content becomes public information. You should be very careful about posting personally identifiable information such as your name, address, telephone number or email address. If you post personal information online, you may receive unsolicited messages from other Users in return.

7.5 You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account or password, regardless of whether such use is authorized by you or not.

7.6 Except as may otherwise be stated in these Terms and Conditions, Privacy Policy, Official Contest Rules, or other terms or agreements that may be posted or amended by us, by using the Online Services, you grant to us, and any of our successors, licensees, assigns, and affiliates, a royalty-free, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, modify, edit, adapt, publish, translate, create derivative works from, distribute, perform and display the User Content that you submit to us, post or post to publicly accessible areas of the Website, and in any other media, now known or hereafter devised.

7.7 If you choose to communicate or meet with other users of the Website, you are doing so at your own risk. We do not, and have no obligation to, verify the identity of or otherwise screen our users for any reason. You acknowledge that there are risks, including the risk of physical harm, when dealing with strangers or people acting under false pretenses. You assume all risks associated with dealing with other users with whom you may come in contact through the Website.

7.8 This Website is meant for users 18 years old and over. We will not knowingly allow any user less than 18 years of age to submit any User Content to our Website.

8. Sales, Shipping, and Returns

8.1 We accept the following credit cards: Visa, MasterCard, American Express and Discover. There is no surcharge for using your credit card to make purchases. Please be sure to provide your exact billing address and telephone number (i.e. the address and phone number your credit card bank has on file for you). Incorrect information will cause a delay in processing your order. Your credit card will be billed upon shipment of your order.

8.2 We also accept PayPal online payments as well as money orders, cashier's checks, personal checks, and company checks in U.S. Dollars only. Orders are processed upon receipt of a money order or cashier's check. For personal and company checks, please allow up to 10 banking days after receipt for clearance of funds before your order is processed. We cannot guarantee the availability of a product by the time funds clear or payment is received. We will charge a \$25 fee on all returned checks.

8.3 For a multiple product orders, we will make every attempt to ship all products contained in the order at the same time. Products that are unavailable at the time of shipping will be shipped as they become available, unless you inform us otherwise. You will only be charged for products contained in a given shipment, plus any applicable shipping charges. You will only be charged for shipping at the rate quoted to you on your purchase receipt. The entirety of this shipping charge may be applied to the first product(s) shipped on a multiple shipment order.

8.4 Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right at any time after receipt of your order to accept or decline your order for any reason or to supply less than the quantity you ordered of any item.

8.5 We will ship your order as it becomes available. Usually, products ship the same day if ordered by 5:00 PM (Eastern Time), or by the next business day if your order is received after this time and for orders received on Saturday, Sunday or any major holiday. However, there may be times when a

product you have ordered is out-of-stock, which will delay fulfilling your order. We will keep you informed of any products that you have ordered that are out-of-stock and unavailable for immediate shipment. You may cancel your order at any time prior to shipping. We cannot guarantee when an order will arrive. Consider any shipping or transit time offered to you by us only as an estimate. We encourage you to order in a timely fashion to avoid delays caused by shipping or product availability

8.6 We will gladly accept the return of products that are defective due to defects in manufacturing and/or workmanship for thirty (30) days from the date of purchase. Fulfillment mistakes that we make resulting in the shipment of incorrect product to you will also be accepted for return thirty (30) days from the date of purchase.

8.7 We shall automatically charge and withhold the applicable sales taxes.

9. Disclaimers

9.1 WE MAKE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED IN RELATION TO THE ACCURACY OF ANY INFORMATION ON THE WEBSITE. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN RELATION TO THE WEBSITE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, ACCURACY, CONDITION OR COMPLETENESS, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OR TRADE.

9.2 WE MAKE NO WARRANTY THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR BUGS OR ARE FULLY FUNCTIONAL, ACCURATE, OR RELIABLE.

9.3 AS SET FORTH IN THE WEBSITE PRIVACY POLICY, YOU ACKNOWLEDGE THAT WE CANNOT GUARANTEE, AND THEREFORE SHALL NOT BE IN ANY WAY RESPONSIBLE FOR, THE SECURITY OR PRIVACY OF THE WEBSITE AND ANY INFORMATION PROVIDED TO OR TAKEN FROM THE WEBSITE BY YOU.

10. Limitations on Liability

WE WILL NOT BE LIABLE FOR ANY ECONOMIC LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS OR ANTICIPATED SAVINGS) OR ANY LOSS OF GOODWILL OR REPUTATION, OR ANY LOSS OR CORRUPTION OF DATA, OR ANY SPECIAL OR INDIRECT OR CONSEQUENTIAL LOSSES ARISING OUT OF YOUR USE OF THE WEBSITE; IN ANY CASE WHETHER OR NOT SUCH LOSSES WERE WITHIN THE CONTEMPLATION OF US AT THE DATE ON WHICH THE EVENT GIVING RISE TO THE LOSS OCCURRED.

11. Indemnification

YOU AGREE TO BE FULLY RESPONSIBLE FOR (AND FULLY INDEMNIFY US AGAINST) ALL CLAIMS, LIABILITY, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING LEGAL FEES, SUFFERED BY US AND ARISING OUT OF ANY USER CONTENT YOU POST TO THE WEBSITE AND ANY BREACH OF YOUR REPRESENTATIONS AND WARRANTIES OR THESE TERMS OF USE BY YOU OR ANY OTHER LIABILITIES ARISING OUT OF YOUR USE OF THE WEBSITE, OR THE USE BY ANY OTHER PERSON ACCESSING THE WEBSITE USING YOUR COMPUTER OR INTERNET ACCESS ACCOUNT.

12. Investigations of Violations of These Terms

We may investigate any reported violation of these Terms of Use and take any action that we deem appropriate. Such action may include, but is not limited to, issuing warnings, removing posted content and/or reporting any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other third parties.

13. Notice for California Users

Under California Civil Code Section 1789.3, California Website users are entitled to know that they may file grievances and complaints with: the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs, in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210, or by email at dca@dca.ca.gov.

14. Miscellaneous

14.1 If any part of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these Terms of Use and shall not affect the validity and enforceability of any of the remaining provisions of the Terms of Use.

14.2 These Terms of Use, our Privacy Policy, the Contest Rules, and any other terms or agreements that may be posted on the Website (as may be amended from time to time) ("Website Agreements") contain the entire agreement between you and us relating to the Website and your use of the Website and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between you and us in relation to such matters. No oral explanation or oral information shall alter the interpretation of these Website Agreements. You confirm that, in agreeing to accept these Website Agreements, you have not relied on any representation except insofar as the same has expressly been made a representation in these Website Agreements, and you agree that you shall have no remedy in respect of any representation which has not become a term of these Website Agreements. These Website Agreements will be exclusively governed by and construed in accordance with the laws of the State of New York and the courts located in the City and County of New York will have exclusive jurisdiction in any dispute, except that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

15. Contact Information

You may send us notices or communicate with us by email to admin@ultimatebrushhoff.com. If you send us an email that asks for a response, and you do not receive a response within ten (10) business days, please send us another email as we may not have received your previous email. When you send e-mail to us, you are communicating with us electronically, and you agree that we may communicate with you electronically. You acknowledge that that communications by email are not considered confidential communications. Therefore, please do not send us any confidential information by email

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