

Shop Policies & Terms

Please review the following Terms and Policies (hereinafter referred to as the “Terms”). Your use of, and purchase from, www.projectresurface.com and **Project Resurface LLC** (hereinafter referred to as the “Site” and the “Seller,” respectively) are subject to these Terms. By purchasing a product from the Seller, you are subject to the Terms.

THESE TERMS INCLUDE A DISPUTE RESOLUTION CLAUSE FOR ARBITRATION. ARBITRATION PROVIDES YOU WITH LESS DISCOVERY AND APPELLATE REVIEW OPTIONS THAN YOU WOULD BE ENTITLED TO IN COURT. YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL. YOU CAN LEARN MORE IN SECTION **ARBITRATION SECTION 13**. PLEASE REVIEW IT CAREFULLY AND IN ITS ENTIRETY.

1. YOUR CONSENT

- a. When you purchase from the Seller, you agree that you have read, understood, and consented to the Terms. If you have any questions, please contact us at joe@projectresurface.com.
- b. You must be at least 18 years old and be able to consent to the Terms. If you are under the age of 18, or you do not agree with the Terms as stated herein, please STOP now and do not purchase from the Seller. By purchasing, you agree to the Terms as stated herein, regardless of whether or not you have read the Terms.

2. DISCLAIMER

- a. This Site and anything purchased from the Site and/or the Seller are provided on an “as is” basis and without warranties of any kind, neither express or implied, to the extent permitted by law.
- b. The Site and the Seller disclaims implied warranties of merchantability and fitness for a particular purpose.
- c. The Site and the Seller disclaims that your use of the Site will be error-free.
- d. Although the Seller does their best to provide helpful, accurate, and complete information, it does not warrant or guarantee, or make a representation of any kind, regarding the accuracy or reliability of information available on the Site.
- e. Your use and/or purchase of products from the Site and/or Seller are at your own risk. The Site and Seller are not liable to you or any other person or entity for any loss (direct or indirect), damages of any kind (i.e., direct, consequential, punitive, special, etc.), injuries, lawsuits, or harm experienced as a result of any products purchased from the Site and/or Seller.

3. FDA DISCLAIMER & ALLERGEN WARNING

- a. These statements have not been evaluated by the Food and Drug Administration. The products on this Site or sold by the Seller are not intended to diagnose, treat, cure, or prevent any disease.
- b. Check with your doctor before using any of our products. Only you and your doctor will know if you are allergic to the product or any of its ingredients, or if you will have any adverse reactions to it.

4. MERCHANDISE INFORMATION

- a. Merchandise is not always guaranteed to be in stock, as we may be running low. While we have tried to accurately depict the colors/images/texture/design of the products, the actual colors/images/texture/design may appear differently in person. Customized products are hand-made by real people, which means they may all turn out differently and uniquely. The products are hand-made in an environment with dogs, cats, smoke, etc. and you should proceed with caution if you have any allergies or adverse reactions to such.

5. PRICES

Prices are subject to change without notice. We reserve the right to modify, change, or alter our prices at any time. We are not liable to you for any price change.

6. TRANSACTIONS

- a. The Site and Seller reserve the right to refuse or cancel any order, including for pricing errors, at any time.
- b. We reserve the right to limit the number of items you can purchase.
- c. We reserve the right to prohibit the purchase of items for resale or distribution.
- d. By purchasing from the Site and/or Seller, you warrant and represent you have the right to use the payment method, account, and/or credit card(s) being used to purchase the items.

7. REFUND & RETURN POLICY

- a. We will accept returns of new, unused, and unopened merchandise, returned in its original packaging and condition, within **7** days of your purchase. To initiate a return, please **CONTACT joe@projectresurface.com**. You are responsible for the cost of shipping returns. Refunds will be issued to **THE PAYMENT METHOD ON FILE** within approximately **1-3** business days (please note that all banks' processing times are different, so you may experience delays outside of our control).

- b. There are no refunds on final sale items. Items marked as “FINAL SALE” are not eligible for return or exchange.

8. DAMAGES & SHIPPING ISSUES

- a. If an item arrives damaged, you must notify us in writing at joe@projectresurface.com within **1 day/24 hours** of receiving the item and provide us with your order number and/or receipt.
- b. If you have received notification that an item has been delivered to your shipping address but you have not received the item, you must notify us in writing at joe@projectresurface.com within **1 day/24 hours** to notify us of the issue. You must also contact the mail carrier responsible for delivering the item to resolve the issue with the carrier. We are not responsible for the carrier’s failure to deliver the item.
- c. Customized orders are non-refundable and are not eligible for return under any circumstances.

9. CANCELLATION POLICY

- a. **Cancellations are allowed within 30 minutes after placing an order.** In order to cancel within that time frame, please email us at joe@projectresurface.com.

10. SHIPPING POLICY

- a. We aim to ship your products within **1-3 business days** from the time of your purchase.

11. NO CLAIMS MADE REGARDING RESULTS:

- a. The Site and the Seller do not guarantee, warranty or mean to imply in any way that you will achieve a certain result, cure, positive outcome, or experience as a result of use or purchase of our products.

12. INTELLECTUAL PROPERTY

- a. The Site and/or the Seller own the intellectual property rights to the design, name(s), and creation of the products purchased on the Site and from the Seller. You are not authorized to resell or distribute the Seller’s items in any way. If you are interested in becoming a distributor of the Seller’s products, please contact joe@projectresurface.com

13. ARBITRATION CLAUSE:

- a. If you have any complaint or should any issue arise in the use of the Site or the Seller’s products, please contact us directly first by emailing us at joe@projectresurface.com.
- b. If we are unable to amicably resolve your dispute in that manner, you agree that you and the Seller shall submit your dispute to binding arbitration with the [American Arbitration Association](#), before an arbitrator that is mutually agreed

upon, in accordance with the American Arbitration Association's ("AAA") [rules](#).

- c. By agreeing to this clause, you hereby agree and understand that you're waiving your right to a jury trial in court, which would otherwise be available to you if not for this Arbitration Clause. Should any arbitration hearing need to be held, it shall be held within 25 miles of Annapolis, Maryland.
- d. If the arbitrator issues an award and a judgment is made, the judgment will be binding and will be entered in court in the State of Maryland. The only award that can be issued to you is a refund of any payment made to Project Resurface LLC for the applicable Product. You are not permitted to seek additional damages, including consequential, special, or punitive damages.

14. Consent to Governing Law:

- a. The Terms, and any dispute arising out of it, shall be governed by the laws of the State of Maryland.

15. Consent to Jurisdiction:

- a. You hereby irrevocably consent to the exclusive jurisdiction and venue of any Federal Court in the United States District Court for the District of Maryland or a state court located within the State of Maryland in connection with any matter arising out of the Terms and/or your purchase from the Site and/or the Seller.

16. Consent to Service:

- a. You hereby irrevocably agree that process may be served on you in any manner authorized by the Laws of the State of Maryland for such persons, and you waive any objection which you might otherwise have to service of process under the laws of the State of Maryland.

17. Defense & Indemnification

- a. You shall, at all times, indemnify, defend, and hold harmless the Site, the Seller, and all of our shareholders, officers, members, affiliates, contractors, subcontractors, directors, assignees, employees, and licensees from and against all losses, damages, injuries, delays, deaths, lost profits, and expenses arising out of any proceeding (a) brought by either a third-party or by the Site and/or the Seller; (b) arising out of your breach of your obligations, representations, warranties, or covenants under the Terms; and (c) arising out of any alleged breach or negligence said to have been committed by you.

18. Termination of Your Use

- a. At our sole discretion, we are permitted to terminate your use or access to the Site and/or the products if you abuse, violate, or breach any of the Terms.

19. Entire Agreement

- a. The Terms constitute the entire agreement between you, the Site, and/or the Seller with respect to the Site and/or the products, and they supersede all prior

or contemporaneous communications and proposals, whether electronic, oral, or written, between you and us with respect to the Site and the products.

20. Severability

- a. The provisions of the Terms are severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provision herein. If any paragraph, section, subsection, sentence, or clause of the Terms are rendered illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall have no effect on the Terms as a whole or on any other paragraph, section, subsection, sentence, or clause herein.

21. Contact

- a. Should you have any questions about the Site or the products, please contact us at joe@projectresurface.com.