

SmartAssBrand Terms of Service

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REFUNDS & RETURNS Refunds are granted using our sole discretion and we reserve the right to refuse any refunds for any reason or no reason. If you are eligible for a refund under one of our policies it is very unlikely we will refuse to refund you. We value goodwill. Rare cases in which we may choose not to refund you may include events where (A) you have threatened or defamed any of our employees; (B) we have reason to believe your refund request is fraudulent or in bad faith or (C) you have violated our Terms of Service. You are responsible for all shipping costs related to returning any of our products for a refund.

DISCOUNTS If you are eligible for a discount, then it is very unlikely that we will refuse or revoke any applicable discounts. Rare cases in which we may choose not to give you a discount or revoke your discount may include events where (A) you have threatened or defamed any of our employees; (B) we have reason to believe that you have taken advantage of our policies, for example by creating and or referring fake account(s); or (C) you have violated our Terms of Service. We may terminate any discounts offered without notice.

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- **SEVERABILITY** If any provision of these Terms of Service is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms of Service unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.
- **ASSIGNMENT** SmartAssBrand shall be permitted to assign, transfer, and subcontract its rights and / or obligations under these Terms of Service without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and or obligations under these Terms of Service.
- **TITLES & HEADINGS** Headings are inserted for convenience only and are not to be considered when interpreting these Terms of Service.
- **WAIVER** The waiver by SmartAssBrand of a breach, default, delay or omission of any of the provisions of these Terms of Service by you will not be construed as a waiver of any subsequent breach of the same or other provisions.
- **GENDER** Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- **ENTIRE AGREEMENT** These Terms of Service, including any legal notices, disclaimers, and other policies expressly referenced to herein, constitute the entire agreement between you and SmartAssBrand in relation to your access and use of this Site and any products or services you purchase on or through this Site, and supersede all prior agreements and understandings with respect to the same.
- **GOVERNING LAW & JURISDICTION** These Terms of Service will be governed by and construed in accordance with the laws of the State of Colorado and the United States, and you submit to the non-exclusive jurisdiction of the state and federal courts located in the State of Colorado for the resolution of any disputes.
- **TERMINATION** We may terminate these terms and your access to this website at any time without notice. In the event of termination you are no longer authorized to access the website. All restrictions imposed on you, disclaimers and limitations of liability set out in these terms will survive termination.
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