

TERMS OF SERVICE

OVERVIEW

This website is operated by Rat's Hole Custom Bike Shows, Inc. (collectively "our", "we", "us"). These Terms of Service ("TOS") apply to all users of the website and/or website services (hereinafter "Services"), including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content (hereinafter "you", "your").

Please read these TOS carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these TOS. If you do not agree to all the terms and conditions described herein, you must immediately cease use of the Services.

Any new features or tools which are added to the current website and/or store shall also be subject to these TOS. You can review the most current version of the TOS at any time on this page. We reserve the right to update, change or replace any part of these TOS by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website after changes are posted constitutes acceptance of those changes.

SECTION 1 - ONLINE STORE TERMS

By agreeing to these TOS, 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 may not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the TOS may result in an immediate termination of your Services, which shall be determined in our sole discretion.

SECTION 2 - GENERAL CONDITIONS

We 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 content 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.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

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

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

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

SECTION 5 - 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.

We have made every effort to display as accurately as possible the colors and images of our products as they appear in the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right to refuse any order you place with us. We similarly reserve the right to limit the sales and/or quantity of our products or services to any person, geographic region, or jurisdiction. Such limitations may be exercised, in our sole discretion, on a per person, per household, or per order basis. 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 we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

We 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.

We 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.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

You agree to provide current, complete and accurate purchase and account information for all purchases made through 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 we can complete your transactions and contact you as needed.

Please ensure you have reviewed our Returns Policy prior to purchase.

SECTION 7 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

SECTION 8 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

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 we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any Comments that you forward to us. We 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.

We may, but are under no obligation to, monitor, edit or remove content that we 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 TOS. 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. We take no responsibility and assume no liability for any Comments posted by you or any third-party.

SECTION 10 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy.

SECTION 11 - 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. We reserve the right to correct, at any time and without prior notice, 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 (including after you have submitted your order).

We 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.

SECTION 12 - PROHIBITED USES

In addition to other prohibitions as set forth in the TOS, 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. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure, or error-free. We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.

You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Service and all products and services delivered to you through the Service are, except as expressly stated by us, provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Rat's Hole Custom Bike Shows, Inc. our respective directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Service or any products procured using the Service, or for any other claim related in any way to your use of the Service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content (or product) posted, transmitted, or otherwise made available via the Service, even if advised of their possibility. In those jurisdictions where the exclusion or limitation of liability for consequence or incidental damages is prohibited, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless Rat's Hole Custom Bike Shows, Inc. and our respective parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these TOS or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 15 - SEVERABILITY

In the event that any provision of these TOS is determined to be unlawful, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 - TERMINATION

These TOS are effective unless and until terminated by either you or us. You may terminate these TOS at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. Rights and obligations which, by their nature, should survive the expiration or termination of this agreement will remain in full force and effect following the expiration or termination of this agreement. If, in our sole judgment, you fail, or we suspect that you have failed, to comply with any term or provision of these TOS, we may terminate this agreement without notice, and/or restrict or deny you access to the Services. In such an event, you will remain liable for all amounts due up to and including the date of termination.

SECTION 17 - ENTIRE AGREEMENT

Our failure or decision not to exercise or enforce any right or provision of these TOS shall not constitute a waiver of such right or provision. These TOS and any policies or operating rules posted by us on this site, or in respect to the Service, constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the TOS). Any ambiguities in the interpretation of these TOS shall not be construed against the drafting party.

SECTION 18 - GOVERNING LAW

We are a United States entity and are not subject to, nor do we comply with, the laws and restrictions of any foreign jurisdiction. Your use of our website constitutes your consent and agreement to be bound solely by the laws of the United States and the state of Florida.

We make no claim the Content is appropriate or may be downloaded outside of the United States. Access to and contact or input to the Content may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

You expressly agree exclusive jurisdiction of any dispute with us, or in any way relating to your use of the Site, resides in the courts of the state of Florida and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the state of Florida.

in connection with any such dispute, including any claim involving us and/or any of our affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

SECTION 19 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the TOS at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these TOS by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these TOS constitutes acceptance of those changes.

SECTION 20 - CONTACT INFORMATION

Questions about the TOS should be sent to us at coolplaque@windstream.net.

Last updated September, 2018.