

Terms & Conditions

Effective Date: 01/16/2025

Welcome to **The Barndo Boss LLC** ("we," "our," or "us"). By accessing or using our website, www.thebarndoboss.com (the "Site"), and engaging with our products and services, you ("User" or "you") agree to comply with and be bound by these Terms & Conditions ("Terms"). Please read them carefully before using our Site.

If you do not agree to these Terms, you should not access or use the Site.

1. Acceptance of Terms

By using this Site, you agree to these Terms, as well as any additional terms, conditions, or policies that may be posted on the Site from time to time. We reserve the right to modify or update these Terms at any time, and your continued use of the Site after such changes constitutes your acceptance of the updated Terms. It is your responsibility to review these Terms periodically.

2. Use of the Site

You agree to use the Site only for lawful purposes and in accordance with these Terms. You are responsible for ensuring that all information you provide on the Site is accurate, current, and complete. You may not:

- Engage in any activity that disrupts or interferes with the operation of the Site.
- Attempt to access any part of the Site or its systems that you are not authorized to access.
- Use any automated systems (e.g., robots, scrapers) to extract data from the Site without prior written consent.

3. Account Registration

In certain cases, you may be required to create an account in order to access specific services or features on the Site. You are responsible for maintaining the confidentiality of your account information, including your username and password. You agree to notify us immediately if you suspect any unauthorized use of your account.

You are responsible for all activities that occur under your account, whether or not you have authorized them. We are not responsible for any loss or damage arising from your failure to comply with this obligation.

4. Products and Services

We offer various products and services through the Site. By purchasing or ordering any products or services, you agree to be bound by the applicable terms for such products or services, including any additional terms and conditions provided at the time of purchase.

All product descriptions, prices, and availability are subject to change without notice. We reserve the right to limit the quantity of products or services we supply, and we may discontinue any product or service at our discretion.

5. Payment and Billing

If you make a purchase on the Site, you agree to pay all applicable charges, including taxes, and any shipping and handling fees. Payments are processed through third-party payment processors, and you agree to comply with the terms and conditions of those processors.

You represent and warrant that the payment information you provide is accurate, and you authorize us to charge the applicable fees to the payment method you have provided.

6. Intellectual Property

The content on the Site, including but not limited to text, graphics, images, logos, videos, software, and other materials, is the property of The Barndo Boss LLC or its licensors and is protected by copyright, trademark, and other intellectual property laws. You may not use, reproduce, distribute, or create derivative works from any content on the Site without our prior written consent.

7. User Content

You may be able to submit, post, or share content through the Site, such as comments, reviews, or testimonials ("User Content"). By submitting User Content, you grant us a non-exclusive, royalty-free, perpetual, and irrevocable license to use, display, modify, and distribute that content across all media and platforms.

You agree not to submit content that is defamatory, obscene, offensive, or infringes the rights of others, including intellectual property rights. We reserve the right to remove any User Content that violates these Terms or is deemed inappropriate at our discretion.

8. Privacy Policy

Your use of the Site is also governed by our **Privacy Policy**, which can be found at https://www.thebarndoboss.com/privacypolicy. Please review our Privacy Policy to understand how we collect, use, and protect your personal information.

9. Disclaimers

The Site and its content are provided "as is" and without warranties of any kind, either express or implied. To the fullest extent permitted by law, we disclaim all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

We do not guarantee that the Site will be available at all times, nor do we guarantee that any content on the Site will be accurate, complete, or error-free. We are not liable for any damages arising from your use of the Site, including but not limited to direct, indirect, incidental, or consequential damages.

10. Limitation of Liability

To the fullest extent permitted by applicable law, **The Barndo Boss LLC** and its affiliates, employees, agents, and partners will not be liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss of profits, data, or goodwill, arising from your use or inability to use the Site, even if we have been advised of the possibility of such damages.

Our total liability for any claim related to your use of the Site will not exceed the amount you paid to us for the specific product or service at issue.

11. Indemnification

You agree to indemnify, defend, and hold harmless **The Barndo Boss LLC**, its officers, employees, agents, and affiliates from any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of your violation of these Terms, your use of the Site, or your infringement of any intellectual property or other rights of any third party.

12. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of the state of South Carolina, without regard to its conflict of law principles. Any dispute arising out of or related to these Terms or your use of the Site will be resolved through binding arbitration in Greenville, South Carolina, under the rules of the American Arbitration Association (AAA).

13. Termination

We reserve the right to terminate or suspend your access to the Site, in whole or in part, at our discretion, for any reason, including but not limited to a violation of these Terms. Upon termination, you must immediately cease all use of the Site and destroy any content obtained from the Site.

14. Miscellaneous

- **Severability**: If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- Entire Agreement: These Terms constitute the entire agreement between you and The Barndo Boss LLC regarding your use of the Site and supersede all prior agreements or understandings, whether written or oral.
- **Waiver**: No waiver of any provision of these Terms will be deemed a further or continuing waiver of such provision or any other provision.

15. Contact Information

If you have any questions about these Terms, please contact us:

The Barndo Boss LLC

141 Traction Street Greenville, SC 29611

Email: support@thebarndoboss.com

Phone: 888-896-3272