TERMS AND CONDITIONS

AGREEMENT TO TERMS

These Terms and Conditions constitute a legally binding agreement made between our users

("user" or "you"), and SLUMPBOY RECORDZ ("we," "us" or "our"), concerning your access to and use of the Website.

By using the Website, you agree that you have read, understood, and agree to be bound by all of these Terms and Conditions. If you do not agree with all of these Terms and Conditions, then you are expressly prohibited from using the Website, and you must discontinue use immediately.

Supplemental terms and conditions or documents that may be posted on the Website from time to time are hereby expressly incorporated herein by reference.

We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason.

It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to and will be deemed to have been made aware of and accepted the changes in any revised Terms and Conditions by your continued use of the Website after the date such revised Terms and Conditions are posted.

The terms and conditions shall apply to all the users in the world, where Website shall be used.

CHANGES TO THE TERMS

We may modify the Terms from time to time. The most current version of the Terms will be located <u>Here.</u> You understand and agree that your access to or use of the Website is governed by the Terms effective at the time of your access to or use of the Website. If we make material changes to these Terms, we will notify you by email by posting a notice on the Website, and/or by other method prior to the effective date of the changes. You should revisit these Terms regularly as revised versions will be binding on you. You understand and agree that your continued access to or use of the Website after the effective date of changes to the Terms represents your acceptance of such changes.

TRANSLATION

We may translate these Terms into other languages for your convenience. Nevertheless, the English version governs your relationship with Website, and any inconsistencies among the different versions will be resolved in favor of the English version available here.

PAID PRODUCTS

Some of the Products provided on this Website, as part of the Service, are provided on the basis of payment.

The fees, duration and conditions applicable to the purchase of such Products are described below and in the dedicated sections of this Website.

PRODUCT DESCRIPTION

Prices, descriptions or availability of Products are outlined in the respective sections of this Website and are subject to change without notice.

While Products on this Website are presented with the greatest accuracy technically possible, representation on this Website through any means (including, as the case may be, graphic material, images, colors, sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product. The characteristics of the chosen Product will be outlined during the purchasing process.

PURCHASING PROCESS

Any steps taken from choosing a Product to order submission form part of the purchasing process.

The purchasing process includes these steps:

Users must choose the desired Product and verify their purchase selection.

After having reviewed the information displayed in the purchase selection, Users may place the order by submitting it.

ORDER ACCEPTANCE

Unless the order receipt expressly includes the acceptance of the order, in which case the contract is therefore then entered into, the purchase contract is entered into at the moment the User receives the communication of order acceptance.

Subject to availability and to the Owner's discretion, the order shall be accepted without undue delay.

If the order is not accepted, the Owner shall issue a refund.

The rejection of an order shall not entitle the User to bring any claim against the Owner, including compensation for damages.

All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

PRICES

Users are informed during the purchasing process and before order submission, about any fees, taxes, and costs (including, if any, delivery costs) that they will be charged.

Prices on this Website are displayed either exclusive or inclusive of any applicable fees, taxes, and costs, depending on the section the User is browsing.

METHODS OF PAYMENT

Information related to accepted payment methods are made available during the purchasing process. Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of this Website. All payments are independently processed through third-party services. Therefore, this Application does not collect any payment information – such as credit card details – but only receives a notification once the payment has been successfully completed.

If payment through the available methods fail or is refused by the payment service provider, the Owner shall be under no obligation to fulfill the purchase order. Any possible costs or fees resulting from the failed or refused payment shall be borne by the User.

CONTENT ON THE SERVICES

You are responsible for your use of the Services and any content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services.

By using the Services, you understand that you may be exposed to Content that might be offensive, harmful, inaccurate, or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content. We reserve the right to remove Content that violates the User Agreement, including copyright or trademark violations or other intellectual

property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Website is our proprietary property. All source code, databases, functionality, software, web app designs, audio, video, text, photographs, and graphics on the Website (collectively, the "Content") and the trademarks, service marks, and logos contained

therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions. The Content and the Marks are provided on the Website "AS IS" for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of the

Website and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use Website, you are granted a limited license to access and use Website. We reserve all rights not expressly granted to you and to Website, the Content, and the Marks.

USER REPRESENTATIONS

By using Website, you represent and warrant that:-

All registration information you submit will be true, accurate, current, and complete.

You will maintain the accuracy of such information and promptly update such registration information as necessary.

(iii) You have the legal capacity, and you agree to comply with these Terms and Conditions.

You will not access the Website through automated or non-human means, whether through a bot, script, or otherwise.

You will not use the Website for any illegal or unauthorized purpose.

Your use of the Website will not violate any applicable law or regulation.

If you provide any untrue, inaccurate, not current, or incomplete information, we have the right to suspend or terminate your Account and refuse any and all current or future use of the Website (or any portion thereof).

USER REGISTRATION

You may be required to register with the Website. You agree to keep your password confidential and will be responsible for all use of your Account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

REPRESENTATIONS AND WARRANTIES

We are under no obligation to enforce the Terms on your behalf against another user. While we encourage you to let us know if you believe another user has violated the Terms, we reserve the right to investigate and take appropriate action at our sole discretion.

You represent and warrant that you have read and understood our Content Guidelines.

You also represent and warrant that you will not and will not assist, encourage, or enable others to use the Website to:

Violate our Terms, including the Content Guidelines and Event Terms and Conditions Post any fake or defamatory posts.

Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right

Threaten, stalk, harm, or harass others, or promote bigotry or discrimination Solicit personal information from minors, or submit or transmit pornography and Violate any applicable law.

INDEMNITY

You agree to indemnify, defend, and hold harmless the Website, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents, contractors, and representatives of each of them (collectively, SLUMPBOYZ CLOTHING CO. Entities") from and against any and all third party claims, actions, demands, losses, damages, costs, liabilities and expenses (including but not limited to attorneys' fees and court costs) arising out of or relating to:-

- (i) Your access to or use of the Website, including Your Content,
 - (ii) Your violation of the Terms.
- (iii) The breach of your representations and warranties is provided under these Terms.

YOUR RIGHTS AND GRANT OF RIGHTS IN THE CONTENT

You retain your rights to any Content you submit, post, or display on or through the Services. What's yours is yours — you own your Content and your incorporated audio, photos, and videos are considered part of the Content).

By submitting, posting, or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for SLUMPBOYZ CLOTHING CO to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations, or individuals for the syndication, broadcast, distribution, promotion, or publication of such Content on other media and services, subject to our terms and conditions for such Content use.

Such additional uses by SLUMPBOYZ CLOTHING CO, or other companies, organizations, or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit, or otherwise, make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.

THIRD PARTIES

We are not responsible for the actions of third parties with whom you share personal or sensitive data, and we have no authority to manage or control third-party solicitations. If you no longer wish to receive correspondence, emails, or other communications from third parties, you are responsible for contacting the third party directly.

USING THE SERVICES

You may use the Services only in compliance with these Terms and all applicable laws, rules, and regulations. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames without liability to you.

SHIPPING POLICY

We don't obtain any profit from the shipping costs. We always use the cheapest and fastest courier company possible. We work with several major courier companies, in order to always obtain better conditions for you in each order. So if you prefer you can arrange your own shipping with your courier company. You will have to arrange the pick up at the date and address that we indicate. We always provide, if available, a tracking ID for the package. In no case will we cover the extra costs derived from import taxes, fees, etc. If you finally reject the delivery of the package at your destination, we will not be liable to refund the order. We cannot be held accountable for the bad conditions of the packaging or the content due to the incorrect manipulation of the courier service. We will file a complaint with the courier service in these cases but the couriers will always remain the facilitator and finally responsible for such damages and the provider of eventual reparation. We always contract a minimum insurance for your goods.

REFUND POLICY

At SLUMPOYZ CLOTHING CO, shall offer no refunds, and all sales shall be final there is a product failure due to defective manufacturing. For any queries regarding the return policy please email us at Merch@Shumbov.com

RETURN POLICY

Returns or refunds are accepted only if there is a product failure due to defective manufacturing. Proof of purchase is necessary. Returns are accepted upon written authorization only. Customers are responsible for any return shipping charges. Products must be returned within 30 days of the shipped date, in the original shelf condition. There are no refunds on special stock or custom manufactured orders. SLUMPBOXZ CLOTHING CO, reserve the right to charge a minimum 15% restocking fee which will be deducted from the refund.

YOUR ACCOUNT

You may need to create an account to use our Services. You are responsible for safeguarding your Account, ensure the use of a strong password, and limit its use to this Account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above. You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your Account, and you may not be able to opt-out from receiving them.

YOUR LICENSE TO USE THE SERVICES

The Website gives you a personal, worldwide, royalty-free, non-assignable, and nonexclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by SLUMPBOYZ CLOTHING CO. in the manner permitted by these Terms. The Services are protected by copyright, trademark, and other laws of the United States. Nothing in the Terms gives you a right to use the Website name or any of the Website trademarks, logos, domain names, other distinctive brand features, and other proprietary rights. All right, titles, and interests

in and to the Services (excluding Content provided by users) are and will remain the exclusive property of the Website and its licensors. Any feedback, comments, or suggestions you may provide regarding the Website or the Services is entirely voluntary, and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you.

ENDING THESE TERMS

You may end your legal agreement with SLUMPBOYZ CLOTHING CO. at any time by deactivating your accounts and discontinuing your use of the Services.

DISCLAIMERS AND LIMITATIONS OF LIABILITY

Please read this section carefully since it limits the liability of the Website entities to you. Each of the subsections below only applies up to the maximum extent permitted under applicable law. Nothing herein is intended to limit any rights you may have, which may not be lawfully limited. By accessing or using the Website, you represent that you have read, understood, and agree to these terms, including this section. You are giving up substantial legal rights by agreeing to these terms.

DISCLAIMER

THE WEBSITE IS MADE AVAILABLE TO YOU ON AN "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE" BASIS, WITH THE EXPRESS UNDERSTANDING THAT THE WEBSITE ENTITIES MAY NOT MONITOR, CONTROL, OR VET USER CONTENT OR THIRD-PARTY CONTENT. AS SUCH, YOUR USE OF THE WEBSITE IS AT YOUR DISCRETION AND RISK. SLUMPBOYZ CLOTHING CO. ENTITIES MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, COMPLETENESS, ACCURACY, OR RELIABILITY OF THE WEBSITE. ITS SAFETY OR SECURITY, INCLUDING WITHOUT LIMITATION THE SECURITY OF YOUR DATA OR THE WEBSITE CONTENT. ACCORDINGLY, THE SLUMPBOYZ CLOTHING CO. ENTITIES ARE NOT LIABLE TO YOU FOR ANY PERSONAL INJURY, LOSS, OR DAMAGE THAT MIGHT ARISE.

ARBITRATION, DISPUTES, AND CHOICE OF LAW

Except for excluded claims: any claim, cause of action, request for relief, or dispute that might arise between you and SLUMPBOYZ CLOTHING CO. ("claims") must be resolved by arbitration on an individual basis; you and we agree that each may bring or participate in claims against the other only in our respective individual capacities, and not as a plaintiff or class member in any purported class or representative proceeding. Unless both you and SLUMPBOYZ CLOTHING CO. agree otherwise, the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated and may not otherwise preside over any form of a representative or class proceeding. You and SLUMPBOYZ CLOTHING CO. expressly waive the right to trial by a jury.

"Excluded Claims" means:-

Claims brought by you or SLUMPBOYZ CLOTHING CO. that could be brought in small claims court, if permitted by the rules of that court, or

Claims related to intellectual property (like copyrights and trademarks), violations of the

Website's API Terms of Use (which, for clarity, are governed by those terms), or a breach of Representations and Warranties. Excluded Claims may be brought in court. Any issues relating to the scope and enforceability of the arbitration provision will be resolved by the arbitrator. If any Claim cannot be arbitrated in accordance with this provision, then only that Claim may be brought in court, and all other Claims remain subject to arbitration.

Excluded Claims and Claims that cannot be arbitrated must be brought in court. You or SLUMPBOYZ CLOTHING CO, may seek relief in any small claims court of competent jurisdiction. All other Excluded Claims and Claims that cannot be arbitrated are subject to the exclusive jurisdiction in, and the exclusive venue of, the state and federal courts located within California where you currently reside in and you consent to the personal jurisdiction of these courts to litigate any such Claim.

The arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules then in effect. The arbitrator may award damages to you individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy your individual Claim.

GOVERNING LAW

These Terms and Conditions and your use of the Website are governed by and construed in accordance with the laws of the United States applicable to agreements made and to be entirely performed within the State of **California**, without regard to its conflict of law principles.

TERMINATION

You may terminate the Terms at any time by closing your Account, discontinuing any access to or use of the Website, and providing SLUMPBOYZ CLOTHING CO. with a notice of termination here.

We may close your Account, suspend your ability to use certain portions of the Website, terminate any license or permission granted to you hereunder, and/or ban you altogether from the

Website for any or no reason and without notice or liability of any kind. Any such action could

prevent you from accessing your Account, The Website, and/or any other related information.

In the event of any termination of these Terms, whether by you or us, the Terms of the Website will continue in full force and effect.



To resolve a complaint regarding the Website or to receive further information regarding the use of the Website, don't hesitate to get in touch with us at:

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