

# TERMS OF SERVICE

## SECTION 1

Welcome to Diamondback Branding Co.

Before you engage with our services, please carefully read the following terms and conditions:

1.1. Acceptance of Terms: By accessing or using our website or services, you agree to be bound by these Terms of Service.

1.2. Customized Goods: We specialize in producing customized goods according to our customers' specifications. All orders are subject to availability and acceptance by us. We reserve the right to refuse service for any reason. Please see section 1.10. for Family-Friendly Content Policy.

1.3. Order Placement: Orders can be placed through our website or by contacting our customer service team directly. By placing an order, you agree to pay the specified amount for the goods and any applicable taxes and shipping fees where applicable.

1.4. Customization Requests: Customers are responsible for providing accurate and detailed customization instructions. We are not liable for any misunderstandings, errors, or discrepancies resulting from inaccurate or incomplete instructions provided by the customer.

1.5. Payment: Payment is required at the time of order placement, unless not requested. We accept various forms of payment, including credit/debit cards, eTransfer, and other authorized payment methods. All transactions are processed securely.

1.6. Production and Delivery: Production times may vary depending on the complexity of the customization and current order volume. Estimated production and delivery times available upon request. While we make every effort to meet requested deadlines, delays may occur due to unforeseen circumstances.

1.7. Shipping: We offer shipping services to locations within Canada. Shipping costs are calculated based on the delivery location and the weight of the package. Customers are responsible for providing accurate shipping information. We are not liable for delays or delivery issues resulting from inaccurate or incomplete shipping information provided by the customer.

1.8. Quality Assurance: We strive to deliver high-quality customized goods that meet or exceed customer expectations. If you are not satisfied with your order, please contact our customer service team within 30 days of purchase to discuss potential solutions.

1.9. Intellectual Property: Customers are responsible for ensuring that any content, logos, or designs provided for customization do not infringe upon any third-party intellectual property rights. We reserve the right to refuse any customization requests that violate intellectual property laws or our policies.

1.10. Family-Friendly Content Policy: Diamondback Branding Co. is committed to maintaining a respectful and family-friendly work environment. As such, we only produce and decorate content that is deemed family-friendly. We reserve the right to refuse any customization requests that include, but are not limited to, content that is offensive, explicit, discriminatory, hateful, violent, or otherwise inappropriate in nature, as determined at our sole discretion. By submitting designs, images, or customization requests, you agree that your content adheres to this policy. We further reserve the right to deny or cancel services at any stage of the order process if submitted images or designs are found to violate this policy upon review. We are under no obligation to provide a detailed explanation for refusal of such requests.

1.11. Cancellation and Refunds: Cancellation of an order after order placement, is subject to our Cancellation and Return Policy in section 2 of this document. Refunds may be issued in accordance with our Cancellation and Return Policy in section 2 of this document.

1.12. Wash Instructions for Heat Pressed Fabric Items: For heat pressed fabric items, we recommend the following wash instructions to prolong the life of the product: hang to dry and washing temperature should not exceed 40 degrees Celsius.

1.13. Customer-Supplied Items: We are not liable to replace customer-supplied items if they become damaged or lost while in our possession.

1.14. Changes to Terms: We reserve the right to update or modify these Terms of Service at any time without prior notice. It is your responsibility to review these terms periodically for any changes.

1.15. Governing Law: These Terms of Service shall be governed by and construed in accordance with the laws of Canada, without regard to its conflict of law provisions.

1.16. Contact Information: If you have any questions or concerns about these Terms of Service, please contact us at 587-787-4480 or use the Contact Us form on our website.

By using our services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service. Thank you for choosing our Diamondback Branding Co.!

# CANCELLATION AND RETURN POLICY

## SECTION 2

At our Diamondback Branding Co., we strive to provide high-quality customized goods that meet or exceed customer expectations. Our return policy is as follows:

### 2.1. Returns of Blank Products (Without Customizing):

- Returned items must be in their original condition, unused, unwashed, and with any tags still intact.
- Blank products that have not been customized may be returned within 30 days of receipt for a refund or exchange.
- To initiate a return of a blank product, please contact our customer service team to request a return authorization.

### 2.2. Returns of Customized Products:

- No returns on items that have been customized; however, if an item has a defect or damage that is attributable to the manufacturer from the factory where the item was produced, please contact our customer service team within 30 days of purchase to report the issue and inquire about the manufacturer's warranty.

### 2.3. Order Cancellations:

- Any items that already have our customization on them must be paid for in full.
- Cancellation of an order may incur a restocking fee.

### 2.4. No Returns for Products Exposed to High Temperatures, Washed, or Worn:

- We do not accept returns for products that have been exposed to high temperatures, washed, or worn.
- Please inspect your items carefully upon receipt and ensure that they meet your satisfaction before exposing them to such conditions.

### 2.5. Return Shipping:

- Customers are responsible for the cost of return shipping unless the return is due to a defect or damage from the factory.
- We recommend using a trackable shipping method and obtaining shipping insurance, as we are not responsible for lost or damaged return shipments.

### 2.6. Refunds:

- Upon receipt of the returned item(s), we will inspect them to determine eligibility for a refund.
- If the return is approved, we will issue a refund to the original method of payment within seven business days.

### 2.7. Contact Information: 587-787-4480 or use the Contact Us form on our website.

# PRIVACY POLICY

## SECTION 3

At our Diamondback Branding Co., we are committed to protecting your privacy and ensuring the security of your personal information in accordance with Canadian privacy laws. This Privacy Policy outlines how we collect, use, disclose, and protect your personal data when you interact with our website and services.

### 3.1. Information We Collect:

- Personal Information: When you place an order or register for an account, we may collect personal information such as your name, email address, shipping address, and payment details.
- Communication Data: We may collect information from your communications with us, including emails, chat messages, and phone calls.
- Usage Information: We automatically collect certain information about your interactions with our website, such as your IP address, browser type, device information, and browsing patterns.
- Customization Data: When you provide customization instructions or content for your orders, we may collect and store this information to fulfill your requests.

### 3.2. Use of Information:

- Order Fulfillment: We use your personal information to process and fulfill your orders, communicate with you about your orders, and provide customer support.
- Improving Services: We may use usage information to analyze trends, track website performance, and improve our products and services.
- Marketing: With your consent, we may use your contact information to send you promotional offers, newsletters, and updates about our products and services. You can opt out of receiving marketing communications at any time.

### 3.3. Disclosure of Information:

- Service Providers: We may share your personal information with third-party service providers who assist us in operating our website, processing payments, fulfilling orders, or providing other services.
- Legal Compliance: We may disclose your information to comply with legal obligations, enforce our terms and policies, respond to legal requests, or protect our rights, property, or safety.

#### 3.4. Data Security:

- We implement reasonable security measures to protect your personal information from unauthorized access, disclosure, alteration, or destruction.
- However, please note that no method of transmission over the internet or electronic storage is 100% secure, and we cannot guarantee absolute security of your data.

#### 3.5. Data Retention:

- We retain your personal information for as long as necessary to fulfill the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by Canadian law.
- You may request deletion of your personal information by contacting us using the information provided below.

#### 3.6. Changes to Privacy Policy:

- We reserve the right to update or modify this Privacy Policy at any time. We will notify you of any changes by posting the revised Privacy Policy on our website.

#### 3.7. Contact Us:

- If you have any questions or concerns about this Privacy Policy or our data practices, please contact us at 587-787-4480 or use the Contact Us form on our website.

By using our website and services, you consent to the collection, use, and disclosure of your personal information as described in this Privacy Policy, in accordance with Canadian privacy laws. Thank you for entrusting us with your personal data.