

Terms and Conditions

Agreement between User and TheChewzie.com

Welcome to TheChewzie.com. TheChewzie.com website (the "Site") is comprised of various web pages operated by Payback LLC ("TheChewzie"). TheChewzie.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of <https://www.TheChewzie.com> constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

<https://www.TheChewzie.com> is an E-Commerce Site.

It's goal is to honor hard-working American badasses, by giving them the unique distinction to have their drink, chaw, and laughter all in one vessel.

Privacy

Your use of TheChewzie.com is subject to TheChewzie's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting <https://www.TheChewzie.com> or sending emails to TheChewzie.com constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Children Under Eighteen

TheChewzie.com does not knowingly collect, either online or offline, personal information from persons under the age of eighteen. If you are under 18, you are not allowed on this site. This is the internet and there are profane things said on this site. TheChewzie.com is for adults only, and if

your child visits this site, and lies about their age, then we apologize for your deceitful offspring, but take no responsibility for the awfully humorous and or improper things they may see or hear.

Cancellation/Refund Policy

Our refund policy lasts 30 days. If 30 days have gone by since your purchase you're out of luck bub, and unfortunately we can't offer you a refund or exchange.

To be eligible for a return, your item must be unused and in the original condition that you received it. It must also be in the original packaging, so don't try any funny stuff.

Show us proof of purchase, pay for the shipping, and get it back to us and we'll happily issue a refund. We'll be a little butthurt that you didn't enjoy our product, but to each their own... maybe we can still entertain you via our ridiculous PSA's. Let us know how we failed you in a detailed expletive filled tirade, or why yinz didn't like it, and send it back to TheChewzieSucked, 8025 Nicky Ct. Laurel MD, 20723.

Links to Third Party Sites/Third Party Services

<https://www.TheChewzie.com> may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of TheChewzie.com and Payback LLC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. TheChewzie.com is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by TheChewzie.com of the site or any association with its operators.

We will not share any of your information with any third parties. We hate when people do that shit.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use <https://www.TheChewzie.com> strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to TheChewzie.com that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Payback LLC or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. TheChewzie.com content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of TheChewzie Guy and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of TheChewzie or our licensors except as expressly authorized by these Terms.

International Users

The Service is controlled, operated and administered by Payback LLC from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the TheChewzie.com Content accessed through <https://www.TheChewzie.com> in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Payback LLC, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Payback LLC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with

Payback LLC in asserting any available defenses.

Liability Disclaimer

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PAYBACK LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF PAYBACK LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF

THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

Payback LLC reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Maryland and you hereby consent to the exclusive jurisdiction and venue of courts in Maryland in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Payback LLC as a result of this agreement or use of the Site. Payback LLC's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Payback's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Payback with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and TheChewzie.com with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Payback LLC with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Payback LLC reserves the right, in its sole discretion, to change the Terms under which <https://www.TheChewzie.com> is offered. The most current version of the Terms will supersede all previous versions. TheChewzie.com encourages you to periodically review the Terms to stay

informed of our updates.

Contact Us

TheChewzie welcomes your questions or comments regarding the Terms:

Payback LLC

100 E. Pennsylvania Ave., Suite 306

Towson, Maryland 21286

Email Address:

Chewzieguy@TheChewzie.com

Telephone number:

1-240-484-4800

Effective as of May 18, 2023