

March 1, 2023

## **TERMS OF SERVICE**

### **Overview**

This website is operated by MSCHF. Throughout the site, the terms “we”, “us” and “our” refer to MSCHF. MSCHF offers this website, including all information, tools, services, and products available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms apply to all users of the site, including without limitation, users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any Services. If these Terms are considered an offer, acceptance is expressly limited to these Terms.

Any new features or tools which are added to the current website shall also be subject to the Terms. You can review the most current version of the Terms at any time on this page. We reserve the right to update, change or replace any part of these Terms 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 following the posting of any changes constitutes acceptance of those changes.

### **Terms**

By agreeing to these Terms, 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 Service 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 must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of our Services.

Additionally, placing an order through our website is an agreement of our terms and conditions.

### **Shipping Policy**

Once your order is placed, we will ship as soon as possible.

There are no guaranteed delivery windows or ship-by dates.

We'll do our best to update consumers if there are unforeseen delays.

## **Return Policy**

We handle order cancellations, refunds, returns, and re-shipments on a case-by-case basis; please reach out to our support email ([themselvesllc@gmail.com](mailto:themselvesllc@gmail.com)) for assistance and specific instructions.

## **Customer Support Window**

Address change requests will only be accepted up to 48 hours after purchase. After 60 days from purchase, we do not carry out customer service on products.

## **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 contact 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.

## **Specific Conditions for *Grift Card***

- The Grift Card is issued by us and usable only as a \$1 discount mechanism for the purchase of eligible goods and services provided by us. Eligible goods and services are subject to change in our sole discretion.
- The Grift Card cannot be transferred for value; redeemed for cash; returned for a cash refund; transferred to another person or entity; or used by any person or entity other than you.
- If you purchase more than one Grift Card, you may apply no more than 5 Grift Cards to the purchase of a single eligible good or service. That is, you may obtain no more than a \$5 discount for the purchase of any eligible good or service. Each individual Grift Card is usable only for a \$1 discount.
- The risk of loss for Grift Cards passes to you upon our physical or electronic transmission of the Grift Card to you, or our delivery to the carrier, whichever is applicable. We are not responsible if any Grift Card is lost, stolen, or destroyed, or if your Grift Card is used without your permission.
- We reserve the right, without notice to you, to void the Grift Card without a refund, suspend or terminate the Grift Card program, or suspend or terminate your ability to use our Services, if we suspect that a Grift Card is obtained or used fraudulently, unlawfully,

or otherwise in violation of these terms and conditions.

- The Gift Card is the property of MSCHF. You agree to surrender it on demand and to be bound by the terms and conditions found here.

### **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.

### **Modifications to the Services and Prices**

Prices for our products are subject to change without notice.

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.

### **Products or Services**

Certain 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 that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. 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.

### **Accuracy of Billing and Account Information**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. 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 email 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.

You agree to provide current, complete and accurate purchase and account information for all purchases made at 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.

### **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).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

### **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.

### **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 have 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 Terms of Service. 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.

### **Personal Information**

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

### **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 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 at any time without prior notice (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.

### **Prohibited Uses**

In addition to other prohibitions as set forth in these Terms, 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.

### **Digital Millennium Copyright Act**

MSCHF respects the intellectual property rights of others. Upon proper notice, MSCHF will, in its discretion, remove user generated content or other applicable content that violates intellectual

property rights under applicable law, suspend access to the service (or any portion thereof) to any user who uses the service in violation of such law, and/or terminate the accounts of repeat infringers. If you believe your work has been copied in a way that constitutes intellectual property rights infringement, please send MSCHF's intellectual property agent (listed below) a written notification of claimed infringement with all of the following information:

- identification of the intellectual property right (e.g., copyright, trademark, etc.) and the work claimed to have been infringed, or, if multiple rights and works are covered by a single notification, a representative list of such rights and works;
- identification of the claimed infringing material and information reasonably sufficient to permit MSCHF to locate the material on the service;
- information reasonably sufficient to permit MSCHF to contact you, such as an address, telephone number, and, if available, an email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the intellectual property rights owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the intellectual property rights owner or authorized to act on the owner's behalf; and
- your physical or electronic signature.

Please send all of the above-enumerated information to the following MSCHF intellectual property agent:

John Belcaster  
MSCHF Product Studio, Inc  
62 Bayard Street  
Brooklyn, NY 11222  
**John@MSCHF.xyz**

Please do not send notices or inquiries unrelated to alleged copyright infringement to MSCHF's designated agent.

#### **Disclaimers 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 agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

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 representations, 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 MSCHF, our 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, purchased or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

### **Indemnification**

You agree to indemnify, defend and hold harmless MSCHF and our 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 Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

### **Severability**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

### **Termination**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms are effective unless and until terminated by either you or us. You may terminate these Terms at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

### **Entire Agreement**

The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

These Terms 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 Terms).

Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

### **Governing Law**

These Terms and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the United States.

### **Changes to Terms**

You can review the most current version of the Terms at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms 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 Terms constitutes acceptance of those changes.

### **Mobile Messages.**

THE MSCHF MOBILE MESSAGE SERVICE (THE "SERVICE") IS OPERATED BY MSCHF ("MSCHF", "WE", OR "US"). YOUR USE OF THE SERVICE CONSTITUTES YOUR AGREEMENT TO THESE TERMS AND CONDITIONS ("MOBILE TERMS"). WE MAY MODIFY OR CANCEL THE SERVICE OR ANY OF ITS FEATURES WITHOUT NOTICE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE MAY ALSO MODIFY THESE MOBILE TERMS AT ANY TIME AND YOUR CONTINUED USE OF THE SERVICE FOLLOWING THE EFFECTIVE DATE OF ANY SUCH CHANGES SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES.

BY CONSENTING TO MSCHF'S SMS/TEXT MESSAGING SERVICE, YOU AGREE TO RECEIVE RECURRING SMS/TEXT MESSAGES FROM AND ON BEHALF OF MSCHF THROUGH YOUR WIRELESS PROVIDER TO THE MOBILE NUMBER YOU PROVIDED, EVEN IF YOUR MOBILE NUMBER IS REGISTERED ON ANY STATE OR FEDERAL DO NOT CALL LIST. TEXT MESSAGES MAY BE SENT USING AN AUTOMATIC TELEPHONE DIALING SYSTEM OR OTHER TECHNOLOGY. SERVICE-RELATED MESSAGES MAY INCLUDE UPDATES, ALERTS, AND INFORMATION (E.G., ORDER UPDATES, ACCOUNT ALERTS, ETC.). PROMOTIONAL MESSAGES MAY INCLUDE PROMOTIONS, SPECIALS, AND OTHER MARKETING OFFERS (E.G., CART REMINDERS).

YOU UNDERSTAND THAT YOU DO NOT HAVE TO SIGN UP FOR THIS PROGRAM IN ORDER TO MAKE ANY PURCHASES, AND YOUR CONSENT IS NOT A CONDITION OF ANY PURCHASE WITH MSCHF. YOUR PARTICIPATION IN THIS PROGRAM IS COMPLETELY VOLUNTARY.

WE DO NOT CHARGE FOR THE SERVICE, BUT YOU ARE RESPONSIBLE FOR ALL CHARGES AND FEES ASSOCIATED WITH TEXT MESSAGING IMPOSED BY YOUR WIRELESS PROVIDER. MESSAGE FREQUENCY VARIES. MESSAGE AND DATA RATES MAY APPLY. CHECK YOUR MOBILE PLAN AND CONTACT YOUR WIRELESS PROVIDER FOR DETAILS. YOU ARE SOLELY RESPONSIBLE FOR ALL CHARGES RELATED TO SMS/TEXT MESSAGES, INCLUDING CHARGES FROM YOUR WIRELESS PROVIDER.

YOU MAY OPT-OUT OF THE SERVICE AT ANY TIME. TEXT THE SINGLE KEYWORD COMMAND STOP TO +18446862013 OR CLICK THE UNSUBSCRIBE LINK (WHERE AVAILABLE) IN ANY TEXT MESSAGE TO CANCEL. YOU'LL RECEIVE A ONE-TIME



OPT-OUT CONFIRMATION TEXT MESSAGE. NO FURTHER MESSAGES WILL BE SENT TO YOUR MOBILE DEVICE, UNLESS INITIATED BY YOU. IF YOU HAVE SUBSCRIBED TO OTHER MSCHF MOBILE MESSAGE PROGRAMS AND WISH TO CANCEL, EXCEPT WHERE APPLICABLE LAW REQUIRES OTHERWISE, YOU WILL NEED TO OPT OUT SEPARATELY FROM THOSE PROGRAMS BY FOLLOWING THE INSTRUCTIONS PROVIDED IN THEIR RESPECTIVE MOBILE TERMS.

FOR SERVICE SUPPORT OR ASSISTANCE, TEXT HELP TO +18446862013 OR EMAIL [SUPPORT@MSCHF.COM](mailto:SUPPORT@MSCHF.COM).

WE MAY CHANGE ANY SHORT CODE OR TELEPHONE NUMBER WE USE TO OPERATE THE SERVICE AT ANY TIME AND WILL NOTIFY YOU OF THESE CHANGES. YOU ACKNOWLEDGE THAT ANY MESSAGES, INCLUDING ANY STOP OR HELP REQUESTS, YOU SEND TO A SHORT CODE OR TELEPHONE NUMBER WE HAVE CHANGED MAY NOT BE RECEIVED AND WE WILL NOT BE RESPONSIBLE FOR HONORING REQUESTS MADE IN SUCH MESSAGES.

THE WIRELESS CARRIERS SUPPORTED BY THE SERVICE ARE NOT LIABLE FOR DELAYED OR UNDELIVERED MESSAGES. YOU AGREE TO PROVIDE US WITH A VALID MOBILE NUMBER. IF YOU GET A NEW MOBILE NUMBER, YOU WILL NEED TO SIGN UP FOR THE PROGRAM WITH YOUR NEW NUMBER.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT WE WILL NOT BE LIABLE FOR FAILED, DELAYED, OR MISDIRECTED DELIVERY OF ANY INFORMATION SENT THROUGH THE SERVICE, ANY ERRORS IN SUCH INFORMATION, AND/OR ANY ACTION YOU MAY OR MAY NOT TAKE IN RELIANCE ON THE INFORMATION OR SERVICE.

WE RESPECT YOUR RIGHT TO PRIVACY. TO SEE HOW WE COLLECT AND USE YOUR PERSONAL INFORMATION, PLEASE SEE OUR [PRIVACY NOTICE](#).

**Contact**

Questions about the Terms should be sent to us at [support@msCHF.com](mailto:support@msCHF.com)