

Terms of Service

Mad About Molds terms of use

Introduction

Welcome to Mad About Molds. As a service to our customers. Please review the following basic rules that govern your use of the Mad About Molds site. **Please note that your use of the Mad About Molds site constitutes your unconditional agreement to follow and be bound by these Terms of Use.** Although you may "bookmark" a particular portion of this Site and thereby bypass these Terms of Use, your use of this Site still binds you to these Terms of Use. Mad About Molds reserves the right to update or modify these Terms of Use at any time without prior notice to you. For this reason, we recommend that you review these Terms of Use whenever you use this Site.

Use of this Site

By accepting these Terms of Use through your use of the Site, you certify that you are 18 years of age or older. If you are under the age of 18 but at least 13 years of age you may use this Site only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use. If you are a parent or legal guardian agreeing to these Terms of Use for the benefit of a child between the ages of 13 and 18, be advised that you are fully responsible for his or her use of this Site, including all financial charges and legal liability that he or she may incur.

If you do not agree to (or cannot comply with) any of these terms and conditions, do not use this Site. All billing and registration information provided must be truthful and accurate. Providing any untruthful or inaccurate information constitutes a breach of these Terms of Use. By confirming your purchase at the end of the checkout process, you agree to accept and pay for the item(s) requested.

All materials, including images, text, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips and written and other materials that are part of this Site (collectively, the "Contents") are intended solely for personal, non-commercial use. You may download or copy the Contents and other downloadable materials displayed on the Site for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the Site or any related software. All software used on this Site is the property of Mad About Molds or its suppliers and protected by U.S. and international copyright laws. The Contents and software on this Site may be used only as a shopping resource. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the Contents on this Site is strictly prohibited.

Third Party Sites: References on this Site to any names, marks, products or services of third parties, or hypertext links to third party sites or information are provided solely as a convenience to you and do not in any way constitute or imply Mad About Molds endorsement, sponsorship or recommendation of the third party, its information, products or services. Mad About Molds is not responsible for the practices or policies of such third parties, nor the content of any third party sites, and does not make any representations regarding third party products or services, or the content or accuracy of any material on such third party sites. If you decide to link to any such third party sites, you do so entirely at your own risk.

Site Security

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mailbombing" or "crashing;" (d) sending unsolicited email, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. Mad About Molds will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from Mad About Molds on this Site and other than generally available third party web browsers (e.g., Netscape Navigator or Microsoft Explorer).

Order Acceptance

Please note that there may be certain orders that we are unable to accept and must cancel. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. For your convenience, you will not be charged until your payment method is authorized, the order information is verified for accuracy and your order is shipped (except for orders, including pre-orders, paid for

with a Gift Card, eGift Card or PayPal account which are charged at the time you place your order, not when your order is shipped). Some situations that may result in your order being canceled include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is canceled or if additional information is required to accept your order. If your order is canceled after your credit card (or other payment account) has been charged, we will issue a credit to your credit card (or other applicable payment account) in the amount of the charge.

Pricing and Content Information

While Mad About Molds strives to provide accurate pricing information, pricing or typographical errors may occur. Mad About Molds cannot confirm the price of an item until after you order. In the event that an item is listed at an incorrect price due to an error in pricing, Mad About Molds shall have the right, at Mad About Molds sole discretion, to refuse or cancel any orders placed for that item. In the event that an item is mispriced, Mad About Molds may, at Mad About Molds discretion, either contact you for instructions or cancel your order and notify you of such cancellation.

Mad About Molds does not price match with any other online or offline retailer. Customers employing mobile to browse the Site may encounter pricing or availability information that is either outdated or inaccurate. Accordingly, pricing and availability remain subject to confirmation at checkout for mobile users.

Merchandise Content: Mad About Molds attempts to be accurate in its product descriptions. However, Mad About Molds does not warrant that product descriptions or other Content of this Site is accurate, complete, reliable, current, or error-free. If you find a product is not as described, your sole remedy is to return it in unused condition.

Objectionable Content: You understand that by using this Site or any services provided on the Site, you may encounter Content that may be deemed by some to be offensive, indecent, or objectionable, which Content may or may not be identified as such. You agree to use the Site and any service at your sole risk and that Mad About Molds and its affiliates shall have no liability to you for Content that may be deemed offensive, indecent, or objectionable.

All content, including, but not limited to, recipe and health information is for educational purposes only. Such content is intended to educate and advise user. of a medical professional. Such content does not cover all possible side effects

Quantity Limits and Dealer Sales

Mad About Molds reserves the right, at our sole discretion, to limit the quantity of items purchased per person, per household or per order. These restrictions may be applicable to orders placed by the same account, the same credit card, and also to orders that use the same billing and/or shipping address. We will provide notification to the customer should such limits be applied. Mad About Molds also reserves the right, at our sole discretion, to prohibit sales to dealers or resellers. For purposes of these Terms of Use, reselling shall be defined as purchasing or intending to purchase any product(s) from Mad About Molds for the purpose of engaging in a commercial sale of that same product(s) with a third party.

Export Policy

You acknowledge that the purchased goods licensed or sold on the Site, which may include technology and software, are subject to the customs and export control laws and regulations of the United States of America and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received. By purchasing, downloading or using technology or software from the Site, you agree to abide by the applicable laws, rules and regulations - including, but not limited to the Export Administration Act and the Arms Export Control Act - and you represent and warrant that you will not transfer, by electronic transmission or otherwise, the software or technology to a foreign national or a foreign destination in violation of the law.

Copyrights and Trademarks

Unless otherwise noted, all Contents are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by Mad About Molds, one of its affiliates or by third parties who have licensed their materials to Mad About Molds and are protected by U.S. and international copyright laws. The compilation (meaning the collection, arrangement, and assembly) of all Contents on this Site is the exclusive property of Mad About Molds and is also protected by U.S. and international copyright laws.

Mad About Molds and its suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials which appear on this Site. Access to this Site does not confer and shall not be considered as conferring upon anyone any license under any of Mad About Molds or any third party's intellectual property rights.

The Mad About Molds names and logos and all related product and service names, design marks and slogans are the trademarks or service marks of Mad About Molds. All other marks are the property of their respective companies. No trademark or service mark

license is granted in connection with the materials contained on this Site. Access to this Site does not authorize anyone to use any name, logo or mark in any manner.

User Reviews, Feedback, Submissions

For all reviews, comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted or offered to Mad About Molds on or through this Site, by e-mail or telephone, or otherwise disclosed, submitted or offered in connection with your use of this Site (collectively, the "Comments") you grant Mad About Molds a royalty-free, irrevocable, transferable right and license to use the Comments however Mad About Molds desires, including without limitation, to copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such Comments and/or incorporate such Comments into any form, medium or technology throughout the world.

Mad About Molds does not regularly review posted Comments, but does reserve the right (but not the obligation) to monitor and edit or remove any Comments submitted to the Site. You grant Mad About Molds the right to use the name that you submit in connection with any Comments. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any Comments you submit. You are and shall remain solely responsible for the content of any Comments you make and you agree to indemnify Mad About Molds and its affiliates for all claims resulting from any Comments you submit. Mad About Molds and its affiliates take no responsibility and assume no liability for any Comments submitted by you or any third party.

Use of Logos

You will not display any logos or images on any sites or pages that:

1. Promote sexually explicit material
2. Promote violence or hate toward any persons or groups;
3. Promote illegal activities;
4. Promote alcohol, tobacco, gambling/lottery in any way;
5. Promote the use of pyramid, "ponzi", or similar investment schemes;
6. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
7. Contain, in our sole judgment, material that is defamatory, fraudulent, or harassing to us or any third party;
8. Include variations or misspellings thereof in their domain names;
9. Otherwise violate intellectual property rights of Mad About Molds, or
10. Disparage Mad About Molds, or their suppliers;

Colors

We have made significant efforts to accurately display the colors of our products that appear on the Site. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will be accurate.

Indemnification

You agree to defend, indemnify and hold harmless Mad About Molds and its affiliates from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Site or any breach by you of these Terms of Use.

Termination

These Terms of Use are effective unless and until terminated by either you or Mad About Molds. You may terminate these Terms of Use at any time, provided that you discontinue any further use of this Site. Mad About Molds also may terminate these Terms of Use at any time and may do so immediately without notice, and accordingly deny you access to the Site, if in Mad About Molds sole discretion you fail to comply with any term or provision of these Terms of Use. Upon any termination of these Terms of Use by either you or Mad About Molds, you must promptly destroy all materials downloaded or otherwise obtained from this Site, as well as all copies of such materials, whether made under the Terms of Use or otherwise.

Disclaimer

MERCHANDISE CONTENT DISCLAIMER: PRODUCT INFORMATION ACCESSED THROUGH THIS WEBSITE IS OBTAINED FROM CLAIMS MADE BY THE PRODUCT'S MANUFACTURER. PLEASE NOTE THAT, ON OCCASION MANUFACTURERS MAY ALTER THEIR LABELS SO ACTUAL PRODUCT PACKAGING AND MATERIALS MAY CONTAIN DIFFERENT INFORMATION THAN THAT SHOWN ON OUR WEB SITE, THUS WE CANNOT GUARANTEE OR ENSURE THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY PRODUCT INFORMATION. WE RECOMMEND THAT YOU DO NOT SOLELY RELY ON THE INFORMATION PRESENTED AND THAT YOU ALWAYS READ LABELS, WARNINGS, AND DIRECTIONS BEFORE USING OR CONSUMING A PRODUCT. FOR ADDITIONAL INFORMATION ABOUT A PRODUCT, PLEASE CONTACT THE MANUFACTURER. MAD ABOUT MOLDS ASSUMES NO LIABILITY FOR INACCURACIES OR MISSTATEMENTS ABOUT

PRODUCTS. CUSTOMER REVIEWS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. CUSTOMER REVIEWS REFLECT THE INDIVIDUAL REVIEWER'S RESULTS AND EXPERIENCES ONLY AND ARE NOT VERIFIED OR ENDORSED BY MAD ABOUT MOLDS.

Limitation of Liability

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL MAD ABOUT MOLDS OR ANY OF ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE MAD ABOUT MOLDS WEB SITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF MAD ABOUT MOLDS HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL MAD ABOUT MOLDS BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE SITE DURING THE SIX MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

You agree to indemnify and hold Mad About Molds (and its officers, directors, agents, subsidiaries, joint ventures, employees and third-party service providers), harmless from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown including reasonable attorneys' fees, arising out of a breach of your representations, warranties, and obligations set forth above, or your violation of any law or the rights of a third party.

General

These Terms of Use represent the complete agreement between the parties and supersede all prior agreements and representations between them. Headings used in these Terms of Use are for reference purposes only and in no way define or limit the scope of the section. If any provision of these Terms of Use is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the other terms of these Terms of Use shall remain in full force and effect. The failure of Mad About Molds to act with respect to a breach of these Terms of Use by you or others does not constitute a waiver and shall not limit Mad About Molds rights with respect to such breach or any subsequent breaches. These Terms of Use shall be governed by and construed under law without regard to conflicts of law provisions. Any action or proceeding arising out of or related to these Terms of Use or your use of this Site must be brought in the state or federal courts and you consent to the exclusive personal jurisdiction of such courts.

Changes to the Mad About Molds Terms of Use.