

TERMS & CONDITIONS

OVERVIEW

This website is operated by **Spat It Up** - a company family owned & operated operating. Throughout the site, the terms “we”, “us” and “our” refer to Spat It Up offers this website, including all information, tools and services 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 of Service 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 of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. 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 of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

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

Our primary website is built through **Go-Daddy** provides us with a secure online e-commerce platform that allows us to sell our products and services to you. We keep our security through every platform up to date to protect your information, as well as our own.

SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, 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 products 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 your Services.

SECTION 2 - 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 (primarily via a Secure Socket Layer) 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.

You agree that all artwork and images on this website are protected by Copyright Law and the property of this website and Spat It Up and require express written permission to use. Permission can be revoked at any time and at the discretion of Spat It Up.

SECTION 3 - 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.

The purchaser agrees to use Spat It Up order forms (“Master Sheets”) and acknowledges that information that has been entered into the order forms is correct and items will be produced to the sizes that you have associated with each player’s name and/or number.

Spat It Up assumes all order information has been DOUBLE CHECKED and that ALL names and entered have been provided to Tier One Apparel are correctly spelled and entered in exactly how you want to see them. (i.e. “McDaniel” or “SMITH”) Your item will be printed with the case and spelling exactly as ordered. Type in all CAPS on your order form if that is how you would like to see your text. You also acknowledge that there are fonts that only allow for CAPS.

Purchaser acknowledges and agrees that they understand the following timelines:

Although typically quicker, custom sublimated apparel can take up to 30 business days to be manufactured with an additional 2-3 business days for shipping. When an order is placed, a Tier One representative can give a more accurate production timeline as production timelines vary throughout the year and in some cases, production can take less than 30 business days for completion.

Stock Silkscreen, Heat Press and Embroidered Gear can take 10 business days or more with an additional 2-3 business days for shipping. Stock Silkscreen, Heat Press and Embroidered Gear are also subject to additional set-up fees, including but not limited to, "Screen Set-Up" or "Embroidery Set-Up", which is dependant on the amount of product that is ordered as well as the complexity of the artwork. Stock Silkscreen, Heat Press and Embroidered Gear generally require a minimum of (10) ordered products, due to the high cost of set-up fees for less-than-minimum orders.

Custom Football Gloves are up to 30 business days with an additional 2-3 business days for shipping. Custom Football Gloves also require a manufacturing minimum of (20) pairs ordered.

Timelines ("Lead Times") are set up to be accurate in accordance with a customer following our process in a timely manner. Our timelines are subject to be extended in the event approvals are not completed in a timely manner by the customer or by an appointed representative of the customer.

For instance, if Spat It Up emails a Full-Size Sample Image ("Production Sample") for approval and multiple days pass by without approval (a time-stamped indication of

approval via the appropriate location on the order form or through email) of this production sample – The timeline will be extended by the length of delay. The purchaser agrees and understands that timely approvals – preferably within the same day or within 1 business day of sending an item requiring review and approval – are critical to maintaining timeline success.

SECTION 4 - TYPES OF DEPOSITS, DEPOSIT TERMS, AND INVOICE TERMS

The Art Deposit (\$75.00 USD) is credited in full toward final balance of order. To begin an order with Tier One Apparel and work with our Art Team, an Art Deposit must be paid. Approved art can be adjusted prior to an order entering the production process. Any art change request(s) after production (defined: Artwork is approved, the Mini has been approved and the Full Size Sample is available) has begun would result in an additional non-refundable \$75.00 USD Art Change Fee that the original purchasing party would be held responsible for before changes could be made (this fee covers the changes that need to be made, as well as starting the production process over again).

Purchasing Product or Size Samples **is ALL SALES FINAL** and is under the assumption you will continue to use these samples on an as-needed basis per the demands of your customer demographic.

The Early Bird Deposit is a **NON-REFUNDABLE \$250.00 USD** Fee and are credited as a payment toward the 60% Production Deposit. This deposit is best for saving time and moving directly into the Pre-Production Process after artwork mock-ups are approved. This deposit allows for a Mini (Artwork displayed on pattern sections per the Approved Art) to be created and uploaded to the order form for approval, as well as a Full-Size Sample (1 piece of your sublimation item order that is fully produced and photographed) uploaded to the order form for your approval and your customer's approval at your discretion.

When a product's FSS has been produced, it is assumed this product will be ordered by the Customer. Failure to make a group order of any FSS-produced item will incur a fee of **\$75.00 USD** to purchase those item(s).

Prices provided for Football Gear reflect Youth sizes; custom jerseys and pants are an additional \$2.50 USD per Adult-Sized item.

Stock items up to AXL are same price; stock items A2XL and above are additional fee(s) per the supplier of those items.

Invoice Terms: Quotes from Spat It Up are valid for 21 days. To ship an order to the Customer, the final balance must be paid, and the payment must be "Cleared" in accordance with the payment method's clearing times. Delay in payment could result in the delay of shipping order. Any previous deposits for Art or Early Bird are credited to the customer account and applied to the remaining balance after production payment is received.

** Due to custom nature of each order – Payments, unless otherwise defined, are NON-REFUNDABLE.

If we have made a production error, we will replace the erroneous products per our [RETURNS POLICY](#).

Please double check your order form to be sure the information is correct and approved art is what you want for your order.

We also allow a variety of PAYMENT OPTIONS to suit your business. Each PAYMENT OPTION has its own clearing times and fees associated with them. Each invoice contains a link to a PDF document explaining the PAYMENT OPTIONS.

**Our most popular payment methods are: **

Domestic Credit or Debit Card (Clears in 2-3 Business Days) – Each payment processed incurs a 3% Processing Fee

Electronic (ACH) Check (Clears in 5 Business Days) – If an ACH payment does NOT clear for whatever reason (entry error, insufficient funds, etc), this results in a \$35.00 RETURNED CHECK FEE each time this occurs.

PAYMENT OPTIONS We take all major credit cards Visa, Mastercard, American, Square, Afterpay, & Affirm

SECTION 5 - MODIFICATIONS TO PRODUCTS, SERVICES, AND PRICES

Prices for our products are subject to change without notice due to a variety of manufacturing instances, such as fabric cost or fabric availability, and current factory capacity.

We reserve the right at any time to modify or discontinue the Product or 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 Product or Service.

ALL prices reflect cash / cash equivalent discount in U.S. Dollars.

ALL DEPOSITS AND SALES ARE FINAL and NONREFUNDABLE unless explicitly noted otherwise in writing. Payments are used to secure fabrics, services, and product and will be used towards the order unless specified otherwise.

SECTION 6 - PRODUCT OR SERVICE AVAILABILITY

Certain products or 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 [RETURNS POLICY](#).

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 anytime 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.

SECTION 7 - COLOR, ARTWORK AND LOGO POLICIES

COLORS: Spat It Up strives to display colors as accurately as possible on our website, artwork, Mini, and Full-Size Sample images. We cannot guarantee that your computer monitor, or phone's display of any color will be accurate. Screen images are intended as a guide only and should not be regarded as absolutely correct. All efforts are made by Tier One Apparel to make items as similar in color as possible. Purchasers understand it is not unusual for completely different product items to have different shades and/or tones. (i.e. a cotton orange hoodie may not be the same exact orange as what is used for a Dri Fit tee). When Purchaser places an order, they are acknowledging this fact and waive any claim of dissatisfaction due to color. If exact colors are needed for sublimation, Purchaser acknowledges that there is a sublimated fabric color chart available which may be requested, or the Purchaser may send physical samples to Tier One Apparel to determine if color matching can be done.

LOGO & DESIGN RESPONSIBILITY: Purchaser agrees and acknowledges that ALL logos, design instructions, and final designs that Tier One Apparel uses or provides have been approved for use by your team to use and you have full permission to use all logos on your artwork. The Purchaser understands by giving us logos that we assume you have been given legal permission and purchaser assumes all responsibility for the logos and designs it has **Spat It Up** produce.

SECTION 8 - PRODUCT SIZING, AVAILABILITY OF SIZE SAMPLES

The Purchaser understands that we offer size samples for a low price per size where applicable. Purchasing size samples are **NON-REFUNDABLE**. This is with the idea that you will continue to use these with multiple customers as needed. The Purchaser also understands that size samples are our most accurate and recommended method of sizing. Size Charts are available and are provided upon request. By using the Size Charts, the Purchaser understands how to properly use the size charts and specs of the product items ordered. Tier One Apparel are not responsible for any order errors caused by inaccurate sizing due to “guessing,” improper use of our Size Samples, or improper use of our Size Charts.

SECTION 9 - 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. If we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail 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.

CREDIT/DEBIT/CHARGE CARD PAYMENTS

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, with us so that we can complete your transactions and contact you as needed. We agree to abide by our Privacy Policy and to not store your information on our servers, share your information or transfer your information to a third-party.

When the Purchaser pays by credit card, the Purchaser agrees to forfeit the right to file a chargeback or claim against your purchase or Street Savvy LLC DBA Tier One Apparel. By making a credit card purchase with us, the Purchaser is authorizing the exact payment being made, they are using funds that they or their organization own, and that they are not making a fraudulent payment toward their order. All issues and

concerns must be handled between the cardholder and Spat It Up. The purchaser agrees that there will be no chargeback on any credit card used for purchase of products and/or services. If a chargeback does occur, Purchaser agrees to be responsible for all recovery and legal fees that Tier One Apparel will have to pay due to back charges made by the Purchaser.

ACH/ELECTRONIC CHECK PAYMENTS

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. We agree to abide by our Privacy Policy and to not store your information on our servers, share your information or transfer your information to a third-party.

When the Purchaser pays by ACH/Electronic Check, the Purchaser agrees to forfeit the right to file a claim against your purchase or Street Savvy LLC DBA Tier One Apparel. By making an ACH/Electronic Check purchase with us, the Purchaser is authorizing the exact payment being made, they are using funds that they or their organization own, and that they are not making a fraudulent payment toward their order. All issues and concerns must be handled between the account holder and Tier One Apparel. If a claim does occur, Purchaser agrees to be responsible for all recovery and legal fees that Tier One Apparel will have to pay due to back charges made by the Purchaser. The Purchaser also agrees to be responsible for ALL fees associated with returned checks on the fault of the Purchaser (\$35.00 per returned check).

SECTION 10 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. These tools may prompt you to register an account which is subject to the Privacy Policy and Terms & Conditions of the respective third-party.

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.

SECTION 11 - 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.

SECTION 12 - 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 rights 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.

SECTION 13 - PERSONAL INFORMATION

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

SECTION 14 - 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.

SECTION 15 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, 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.

SECTION 16 - DISCLAIMER 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 representation, 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 Spat It Up, 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, 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.

SECTION 17 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless Spat It Up 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 of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 18 - 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.

SECTION 19 - 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 of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service 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).

SECTION 20 - ENTIRE AGREEMENT

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

These Terms of Service 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 of Service).

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

SECTION 21 - DISPUTE RESOLUTION

The purchaser agrees Tier One Apparel and self will work in good faith to have an incredible experience and order process. In the event an issue arises, Tier One Apparel and Purchaser agree to rectify all issues that may arise. If legal remedy is sought by either party, Purchaser agrees that all legal proceedings will take place in Cabarrus County, North Carolina.

SECTION 22 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the state of California

SECTION 23 - CHANGES TO TERMS OF SERVICE

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

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

SECTION 24 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to:

CUSTOMERCARE@SPATITUP.COM OR TOLL-FREE AT **1-844-772-8887**