

FilterSnap Terms of Use

Legalese

English Translation

Introduction

The following Agreement governs your use of the FilterSnap, LLC ("FilterSnap") website and service. By accessing and using the website or service, you are indicating that you accept, and agree to comply with this agreement. If you do not accept this agreement, direct your browser away from this website and refrain from using any of its services. This Agreement will remain in full effect while you are a user of the website or service.

FilterSnap reserves the right to terminate a member's registration, or a user's ability to access the website for any reason. Even after you are no longer a user, certain provisions of this agreement may remain in effect.

Hello. If you choose to use FilterSnap you agree to everything in this agreement.

Sales

FilterSnap sells air and fridge filters (the "Product") to end-user customers who purchase recurring subscriptions to receive the Products ("Subscription") only for their own personal or commercial use. You may not purchase Products or Subscriptions for further distribution or resale without prior authorization.

We sell air and fridge filters as a subscription service.

Right to Refuse Service

FilterSnap has the right to refuse or cancel any orders placed for Products for any reason. The right to refuse or cancel any such order remains, whether or not the order has been confirmed and your account or other payment method charged. If you have already been charged for the purchase and your order is canceled, a full refund shall be made in a timely manner.

We can cancel any order you place for any reason. If we do this, we will refund any payment you made.

Shipping

Shipping is subsidized by FilterSnap and is offered to you at no cost. FilterSnap may change this without notice. Return shipping costs will be your responsibility.

We offer free shipping. This can change at any time.

Refunds

In order to ensure your satisfaction, we will provide a full refund of your initial order if you are dissatisfied with the product for any reason. The refund must be requested, by email, no more than thirty (30) days after the initial order was placed. The time needed for the refund to be completed will depend on the credit card company.

If for some strange reason you are not satisfied with our products, you can request a refund of your first order for up to 30 days after you placed it.

Pricing

Current pricing for the FilterSnap Products can be found on our website. We reserve the right to change Product pricing at any time, without notice. FilterSnap will not provide refunds in the event of promotions or price decreases.

Current pricing is on our website. This pricing can change at any time without notice.

Taxes

Your total price will include the price of the Product, the shipping, and any applicable tax. The amount charged for tax will vary based on the shipping address and tax rate in effect at the time you purchase the product.

We will add the appropriate tax to your order if it is required where the products are shipped.

Recurring Payments, Renewal, and Cancellations

All payments shall be made by credit. If you do not pay on time or if your credit card cannot be charged for any reason, FilterSnap reserves the right to either suspend or terminate your account and terminate this Agreement. All sales and payments must be in US Dollars.

FilterSnap is a subscription service. Your Subscription will be automatically renewed on the interval stated in your account settings that you chose during the Subscription sign-up process. Furthermore, FilterSnap will charge your credit card for the applicable Subscription fee and any shipping costs and taxes that may be imposed on your Subscription. By subscribing to FilterSnap, you agree to this recurring charge, and recurring shipment of our Products.

If your billing interval and shipping interval are identical you have a pre-pay Subscription. To cancel a pre-pay Subscription, you must contact us by email. All pre-pay cancellation requests must be received prior to shipment of the next order. Pre-pay cancellation requests received after shipment shall take effect for the following Subscription renewal.

If your billing interval and shipping interval are not identical you have a post-pay Subscription. To cancel a post-pay Subscription, you must contact us by email. All post-pay cancellation requests must be received prior to shipment of the next order. If all billing intervals for your last shipment have not been completed you will be charged the remaining payments at cancellation. Cancellation will not create eligibility for a prorated refund of any early cancellation.

You are signing up for a subscription to our products. Your credit card will automatically be charged, and your filters shipped, at the interval you choose when signing up.

If we bill you and ship your orders on the same frequency you have a pre-pay subscription. You can email us to cancel your subscription anytime before your next order is shipped.

If we bill you more frequently than we ship you orders you have a post-pay subscription. You can email us to cancel your subscription, but may be charged for any payments still unpaid from the last order we shipped you.

Promotional Offers

Promotional certificates, offers, discounts, credits, or the like ("Promotions") have no cash value. Promotions are not redeemable for cash. Products redeemed through promotions may not be eligible for a refund. Promotions may not be combined. Unauthorized reproduction, resale, modification or trade of Promotions or of Products obtained through Promotions will give FilterSnap the right to charge the full retail cost of the Product in addition to pursue any other remedial measures. FilterSnap is not responsible for lost, stolen or damaged Promotions. Promotions do not guarantee availability of Products. Promotions create no obligation on the part of FilterSnap. Promotions are valid only as long as supplies last. Acceptance or refusals of Promotions are in the sole discretion of FilterSnap. Void where prohibited.

From time-to-time we may offer promotions. These are available for limited time and while supplies last. Promotions have no cash value, and are void where prohibited.

Representations and Warranties

By using this website and/or subscribing for services through FilterSnap, you represent and warrant to FilterSnap that: (a) you are over the age of eighteen and have the power and authority to enter into and perform your obligations under this Agreement; (b) all information provided by you is truthful, accurate and complete; and (c) you shall comply with this Agreement.

You are over 18 and are who you say you are.

Warranty Disclaimers

FILTERSNAP DOES NOT WARRANT THAT ACCESS TO, OR USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE WEBSITE WILL BE CORRECTED. YOU UNDERSTAND AND ACKNOWLEDGE THAT FILTERSNAP IS NOT THE

We are not responsible for errors on our website, or the information it contains. Since we do not manufacture the product we are not responsible for it. We are not responsible for the correct installation or use of the product once you receive it.

MANUFACTURER OF PRODUCTS SOLD THROUGH THE SITE AND THAT FILTERSNAP HAS NO CONTROL AND THEREFORE NO RESPONSIBILITY OVER USE OR INSTALLATION OF THE PRODUCTS. ACCORDINGLY, THIS SITE AND PRODUCTS SOLD THROUGH THE SITE ARE PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. FILTERSNAP SPECIFICALLY DISCLAIMS ALL LIABILITY FOR ERRORS OR OMISSIONS IN, OR THE MISUSE OR MISINTERPRETATION OF, ANY INFORMATION OBTAINED THROUGH THE SITE. FILTERSNAP DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE. THE ONLY WARRANTIES AVAILABLE TO THE PURCHASER ARE THOSE PROVIDED BY THE MANUFACTURER OF THE PRODUCT, IF ANY.

We promise we are not yelling at you, the lawyers just require some sections to be in all caps!

Limitation of Liability

FILTERSNAP AND ANY THIRD PARTIES MENTIONED ON THIS SITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, AND/OR ANY HYPERLINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, AND/OR HYPERLINKED WEBSITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES. IN THE EVENT A CLAIM(S) IS/ARE MADE, YOU AGREE TO DIRECT SUCH CLAIM(S) TO FILTERSNAP, LLC. SOLELY AS A SEPARATE ENTITY, AND NOT HOLD LIABLE ANY OF ITS USERS, SHAREHOLDERS, DEVELOPERS, EMPLOYEES, OR ANY OTHER INDIVIDUAL OR ENTITY ASSOCIATED WITH FILTERSNAP, LLC. ANY DAMAGES RESULTING FROM AN AGREEMENT WITH FILTERSNAP, LLC WILL BE LIMITED TO THE RETAIL COST OF THE PRODUCT THAT HAS BEEN ORDERED.

Since we are not responsible for the information on our website, your only remedy is to stop using it. Should you be awarded damages for some reason, they will be limited to the retail cost of the product you ordered.

Again, we are not yelling, but our lawyer would if we didn't put this section in all caps.

Force Majeure

Neither party to this agreement is liable for failure to perform its obligations if the failure is a result of Acts of God (e.g. fire, flood, earthquake, storm, hurricane, or any natural disaster), war, invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power of confiscation, terrorist activities, nationalism, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, telephone, internet service. If force majeure is asserted, the non-performing party must prove

We will do everything we can to deliver your order. However, if something like a zombie apocalypse happens we are off the hook.

that it took steps to mitigate damages and/or the delay of delivery.

Entire Agreement

This Agreement, in conjunction with any terms, restrictions, or requirements listed on any other part of this website, encompasses the entire agreement between you and FilterSnap. This Agreement and the terms on any other section of this website supersede all previous understandings and agreements between the parties, whether oral or written. By submitting an order, or by subscribing to a service, or by using this website, it is acknowledged that there has been no reliance on any other representation, warranty, guarantee, collateral agreement, assertion, or any type of assurance not mentioned in this Agreement or on the website. All rights and remedies, at law and/or in equity, are hereby waived for reliance on any representation, warranty, guarantee, collateral agreement, assertion or any assurance not included in this Agreement or other part of the website.

**This agreement is what covers our relationship.
You have not relied on any other information,
verbal or written, in deciding to use FilterSnap.**

General Provisions

In the event that any part of this Agreement is held by a court or other tribunal of appropriate jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. In its sole discretion, FilterSnap may revise this Agreement by updating this posting on its website without notice. Therefore, you should periodically visit this page to review the current Agreement so you are aware of any such revisions to which you are bound. Certain provisions of this Agreement may be superseded by expressly designated legal notices or terms located on particular pages within this website. In the event of any dispute or claim relating to the website, the service, the product or this Agreement, you agree to resolution of such dispute exclusively in the state or federal courts located in Dallas, GA, in accordance with Georgia and United States law.

**If a court should decide part of this agreement is
not enforceable, only that portion of the agreement
will be removed or changed. The rest of the
agreement will remain in force.**