

Warranty, Terms of Services and Privacy

Return Policy:

We sell only the highest quality products at ZackKick.com, but, if for any reason, you are dissatisfied with your ZackKick, you may return it to us within 30 days for a refund. Please note that shipping fees, however, cannot be refunded.

To return a product: *Due to its weight, please package it securely, and mail it to us at the address below. To ensure that ZackKick Inc. receives your package, we recommend that you send the product back to us via UPS or another carrier that offers a package tracking service. Please be sure to provide us with your packing slip or a copy of your invoice so we may credit your credit card accurately. Please send returns to: **660 LOCUST STREET, MOUNT VERNON, NEW YORK 10552***

You will be refunded as soon as we receive the product in its original, excellent condition. The customer will NOT be refunded any shipping charges. If delivery of a package is refused due to customer error, we will deduct the UPS shipping costs from your credit card.

Limited Warranty:

ZackKick offers the guarantee that the ZackKick™ will maintain its structural integrity when used in accordance with the manufacturers instructions. This warranty only applies to the original purchaser against defective materials or dubious craftsmanship and/or factory assembly for up to 1 year from the date of purchase.

To replace a faulty ZackKick, the purchaser must inform us of the apparent defect in writing and provide pictures of said defect. ZackKick will contact the purchaser to review the claim and to determine liability. If ZackKick agrees with the claimed defect, ZackKick have the option to repair, refurbish or replace new parts, at ZackKick's decision, upon receiving the defective item.

If an item ordered directly from ZackKick arrives to the customer damaged or is missing pieces, we will replace the item as quickly as possible. Please send the damaged part to the address listed above and we will send a replacement as soon as possible.

What is covered:

Zackkick warrants that your frame will be free from defects in materials and workmanship for a period of 1 years from the original purchase date.

What is not covered:

Conditions arising from normal wear and tear include: worn bolts or screws, rust steel (paint), worn plastic couplers and ripped fabric/cloth. Damage from tampering with any component. Damage from misuse or abuse of the warranted product or component. Ripped fabric/cloth.

ZacKick guarantees its **Limited Warranty** products for up to one-year after purchase. However, shipping costs are NOT covered by this warranty.

As stated prior, S&H is not covered under this warranty and must be the responsibility of the customer.

Only the stated terms of this warranty apply, and no other warranty is actual or implied.

ZacKick.com and its affiliates attempt to describe products as accurately as possible. However, ZacKick.com does not claim that product descriptions or other content of this site are 100% accurate, complete, reliable, up to date, or beyond reasonable human error. If a product offered by ZacKick.com itself is not precisely as described, the customer's only recourse is to return it to us in unused condition within 30 days, citing this as the reason.

We provide great product, service and strife for 100% customer satisfaction. In any event, If you are not satisfied, let us know first and give us a chance to care of your needs.

Normal Shipping

Zackick.com will ship either UPS ground or FedEx ground from our facility within 3-5 days after receiving confirm order from the customer. We can ship to the 48 continental United States. Alaska, Hawaii and international, please contact us directly for shipping cost.

Expedited Shipping

ZacKick.com can ship your order via any of the UPS or Federal Express premium services at an additional charge (determined by these agencies). These services include Next Day Air, Second Day Air and Third Day Air and rates for those services will appear during online checkout.

Over-sized Shipping

Several of the products offered at ZacKick.com are large and unwieldy items that qualify for over-sized shipping through both UPS and Federal Express. Additional fees are determined by weight and will be applied when sending these larger packages.

Payment

Visitors to our website who purchase products from us online implicitly agree to pay for all goods and services purchased through ZacKick.com within a reasonable time frame.

Purchase of Items

ZacKick.com does not sell merchandise to persons under the age of eighteen (18). By using this site you agree and affirm that you 18 years of age or older. If you do not agree with these Conditions of Use you must not continue to use this site.

ZacKick™ TERMS/ PRIVACY POLICY

Welcome to the website of ZacKick ("ZacKick.com"). This ZacKick.com site is operated by ZacKick Inc. and may be collectively referred to herein as "we," "us," or "our." This privacy policy is intended for all users of ZacKick and www.ZacKick.com.

TERMS OF SERVICES (TOS)

Please note that your use of ZacKick.com is subject to the following terms of service. If you do not agree with any of the following terms, please terminate your use of ZacKick.com or any information or materials contained on this site. Continuing use of ZacKick.com shall be deemed to be an agreement to abide by each of the terms set forth below. The Terms of Services may be updated by ZacKick.com sporadically with or without notice to you. Your continued use of ZacKick.com indicates that you agree to accept any modifications to the terms of service.

Without limiting any other provisions of this Policy, the user agrees not to engage with this site for any purpose that is unlawful or prohibited by judicial law, this Agreement and/or any applicable additional terms. Your access to ZacKick.com may be terminated immediately according to our sole discretion, with or without notice, if you fail to abide by any provision of this agreement and/or additional terms, or for any other reason, or no reason. You expressly agree not to:

- Use this Site or its contents for any commercial purpose;
- Access, monitor or plagiarise the content or information of this website using any software or any manual process for any purpose without the express written permission of ZacKick;
- Take any action that imposes, or may impose, to be determined at our discretion, an unreasonable or disproportionate burden on our infrastructure; and
- "frame", "mirror" or otherwise incorporate any part of this site into the content of any other website or publication without prior permission in writing.

Eligibility

Use of the services available on the ZacKick website and registration is void where prohibited. By using this site, you represent and warrant that (a) all information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older; and (d) your use of the Services does not violate any applicable law or regulation. Your profile may be deleted and your registration may be terminated without warning if we believe that you are under 18 years of age or have otherwise violated these Terms.

We reserve the right, in our sole discretion, to reject, refuse to post or remove any posting (including private messages) by you, or to deny, restrict, suspend or terminate your access to all or any part of the Services if we determine, in our sole discretion, that you have violated these Terms.

Registration

In order to gain access to the services we offer on our web site, a new user must first complete our registration form. During registration, it is necessary that the user disclose contact information (such as name and email address). It may be optional for the user to disclose demographic information as well (ex. income level and gender), and unique

identifiers (such as a user name). We encourage full disclosure of all possible details in order for ZacKick.com to provide a more customized experience on our site.

While ZacKick.com exercises all necessary caution to protect your privacy, ZacKick.com and its affiliates will not be held responsible for parties who attempt to access our web site illegally and intercept or access transmissions or private communications.

Unless described otherwise in this privacy policy, ZacKick.com will never sell or disclose any information about visitors to this website. All information collected by ZacKick.com will be used solely by ZacKick.com to help improve our products and our customer service.

Without limiting the foregoing, the following behaviors are strictly prohibited in the context of any forum of the ZacKick website or correspondence directed towards a company representative:

- *Obscene, hostile, vulgar or otherwise harmful language,*
- *Bigoted, Racist or otherwise prejudiced language,*
- *Harassing, intimidating, stalking or threatening other site users,*
- *Slandorous, exploitative or abusive language,*
- *Internet vandalism,*
- *Identity fraud or theft,*
- *Distributing, or advertising illegal content,*
- *Invasion of privacy,*
- *Actions that are exploitative or otherwise violent towards minors,*
- *Posting, providing, transmitting or otherwise making available any materials or information infringing on the rights of a third party,*
- *Posting, providing, transmitting or otherwise making available any junk mail or spam, and*
- *Posting, uploading, emailing or otherwise transmitting any material that contains any malicious computer code, or reverse engineering or hacking any materials on the site.*

Disclaimer of User Content

ZacKick assumes no responsibility for the content posted by visitors to this website and is unwilling to assume responsibility for statements, activity or other conduct of users. By default we act as an interface for the online dissemination of user data and bear no responsibility to screen information before it is published to the web. Users act of their own accord, representing themselves and taking culpability for their decisions. We may take any action with respect to user submitted information if and when it is deemed necessary or appropriate, at our discretion alone.

Visitors to ZacKick.com represent and warrant that: (i) He/or She owns the content posted on or through the Site or otherwise has the right to grant the license set forth below, and (ii) the posting of such content does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. The poster agrees to pay all royalties, fees and any other monies owing any person or entity by reason of any content posted by him/or her on or through the Services.

By posting content onto this website, the visitor hereby grants us a nonexclusive global license to publish any and all content submitted to ZacKick.com. The visitor also grants us global nonexclusive adaptation and resale rights over any content and material submitted to this website. These nonexclusive publishing license and resale/adaptation rights extend to any materials submitted "for publication" within the site,

including both message board postings and content submitted for uploading and subsequent publishing within non-message board portions of this website. Neither we nor our staff will be responsible for any misleading, false or otherwise injurious information and advice communicated on ZacKick.com or for any results obtained from the use of such information or advice. We will not be liable for any loss or damage suffered by a user through the user's reliance on information and advice gained on ZacKick.com

Nothing on ZacKick.com shall be considered an endorsement, representation or warranty with respect to any user or third party, whether in regards to its website, products, services, hiring, experience, employment or retention practices or otherwise, unless it is explicitly stated as such.

We reserve the right to reject, refuse to post or delete anything submitted to this website for any or no reason, including content that in our sole judgment violates the Terms of Service or which may be offensive, illegal or in violation of the rights of any person or entity, or harm or threaten the safety of any person or entity. We assume no responsibility for monitoring the Services for inappropriate content or conduct. If at any time we choose, at our sole discretion, to monitor the use of Services, we nonetheless assume no responsibility for the information, materials, products or services provided by our users may, in whole or part, be unauthorized, impermissible or otherwise violate these Terms. We assume no responsibility or liability for this material. If you become aware of misuse of the Services by any reason, please contact [us](#).

We will fully cooperate with any law enforcement authorities or court order requesting or directing the site to disclose the identity of anyone posting any such information or materials.

Indemnity

You agree to indemnify and hold us, and our subsidiaries, affiliates, directors, officers, agents, vendors or other partners and employees without blame and beyond legal ramification from any claim or demand, including attorneys' fees, made by any third party due to or arising out of any material or information posted, provided, transmitted or otherwise made available by you on this website or through the its services, or by your violation of these Terms and Conditions, or by your violation of the rights of another.

PRIVACY POLICY

ZacKick is dedicated to upholding the our clients' right to privacy. All provided information, such as e-mail addresses or any additional personal information transmitted on or through any forms found on our site will be used solely to enhance your relationship with our company. We strive to develop dynamic, fruitful interactions with clients that teach us how to better serve you. Our services are designed for and operate with the protection of your privacy in mind. This Privacy Policy outlines the types of personal information we gather when you use ZacKick.com's services, as well as some of the steps we take to safeguard it.

This privacy policy addresses the following areas:

- What personally identifiable information ZacKick.com collects.*
- What personally identifiable information third parties collect through the web site.*
- What organization collects the information.*
- How ZacKick.com uses the information.*
- With whom ZacKick.com may share user information.*
- What choices are available to users regarding collection, use and distribution of the information.*

- *What types of security procedures are in place to protect the loss, misuse or alteration of information under the control of ZacKick.com*
- *How users can correct any inaccuracies in the information.*

If users have any questions or concerns regarding this statement, they can direct them to ZacKick.com and contact us. Any proven violation of this privacy policy may lead to suspension of user privileges and permanent removal from this web site.

Information Collection

ZacKick.com is the sole owner of the information collected on our website. This site collects and monitors information from our users at several different points.

Visitors are invited to submit suggestions, ideas, questions, and other information, provided that the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing upon intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political rhetoric, commercial solicitation, chain letters, mass mailings, or any form of e-mail "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead representatives of this company as to the origin of a card or other content. ZacKick.com reserves the right (but is not under the obligation) to remove or edit such content.

Once material is submitted by a visitor to this website, and unless we indicate otherwise, the visitor grants us and our affiliates a nonexclusive, royalty-free, eternal, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. The visitor grants ZacKick.com and its affiliates and sub-licensees the right to use the name that submitted in connection with such content. The visitor represents and warrants that he or she owns or otherwise controls all of the rights to the submitted content; that the content is factually accurate; that use of the content supplied does not violate this policy and will not cause injury to any person or entity; and that he or she will indemnify ZacKick and/or its affiliates for all claims resulting from content that has been submitted. ZacKick.com has the right but not the obligation to monitor and edit or remove any activity or content. ZacKick.com takes no responsibility and assumes no liability for any content posted or on any other portion of this site.

Third Party Content and Monitoring

Any and all advertisements, opinions, statements, services, offers, events or other information or content expressed or made available on this site by third parties (including information providers and users) are those of the respective author(s) or distributor(s) and not of ZacKick.com. ZacKick.com neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information, or statement made on this site by anyone other than authorized employees acting in their official capacities on the clock.

Information Use

Profiles

ZacKick.com automatically stores information collected through cookies, log files and/or third interests in the visitor's user profile. A profile is stored information that we keep on individual visitors to our site detailing specific viewing preferences. Subsequently, this collected information is linked to users' personal information, which directs pertinent marketing promotions to you and helps us improve our site content for the user. ZacKick.com will never share your profile with other third parties, unless it is specifically mentioned as a provision elsewhere in this policy.

Cookies

A cookie is a piece of data stored on the user's computer linked to information about the user. It is possible that ZacKick.com will use both session ID cookies and persistent cookies. In the case of the session ID cookie, once users close the browser, the cookie simply

terminates. A persistent cookie is a small text file stored on the user's hard drive for an extended period of time. Persistent cookies can be removed by following instructions located in internet browser help files. Cookies, will be used on ZackKick.com for the purpose of remembering and recalling login names, login information, previous purchases, potential purchases, as well as other items that can help us better understand the needs of our customers and web visitors. By setting a cookie on our site, users are no longer required to log in with a password more than once, thereby saving time browsing. If users reject the cookie, they may still use ZackKick.com. There is no penalty for this whatsoever in terms of being given access to the site, however the user will be limited in some areas. Persistent cookies enable us to track and target the interests of our users to enhance the experience on our site. For more details, refer to the section of this policy that discusses user profiles. We have no control over any third party that may also use cookies to store personal information. However, we do not provide any information that we gather to any third party, unless explicitly stated elsewhere.

Aggregate Information (non-personally identifiable)

While ZackKick.com will never rent, sell or share visitor information with any third parties in general, there are certain instances that could necessitate the sharing of visitor information. ZackKick.com does share aggregated demographic information and in some cases e-mail addresses with others. This is how the information would or could be shared:

If ZackKick.com merges with another company, this aggregate information will need to be shared with the merging company. These are the instances in which we will share the personal information of our users:

As agreed to at the various sections under ZackKick.com; we do not rent, sell, or share personal information about our users with other people or non-affiliated companies except under the following circumstances:

- We have consent.
- We respond to subpoenas, court orders, or legal process, or to establish or exercise our legal rights or defend against legal claims;
- We provide such information to trusted businesses or persons for the sole purpose of processing personally identifying information on our behalf. When this is done, it is subject to agreements that oblige those parties to process such information only on our instructions and in compliance with this Privacy Policy and appropriate confidentiality and security measures.
- We believe it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of the ZackKick.com terms of use, or as otherwise required by law; We transfer or lease information about visitors if ZackKick.com is acquired by or merged with another company. In this event, we will notify relevant parties before information about them is transferred and becomes subject to a different privacy policy; we do not support any illegal use of your private information and will make every effort to stop such practices in order to protect the privacy of individuals.
- Business Transitions: In the event that ZackKick.com goes through a business transition, such as a merger, being acquired by another company, or selling a portion of its assets, users personal information will, in most instances, be part of the assets transferred. Users will be notified via e-mail, as well as with a prominent notice on our Web site for at least 30 days prior to a change of ownership or control of their personal information. If as a result of the business transition, the users'

personally identifiable information will be used in a manner different from that stated at the time of collection, and they will be given choice corresponding to our notification of changes section.

Links

ZacKick.com may provide visitors with links to other websites. Please be aware that we, ZacKick.com, are not responsible for the privacy practices of sites other than our own or for the availability of any external resource or website. We encourage our users to be aware when they leave our site and to read the privacy statements of each and every web site that collects personally identifiable information. This privacy statement applies solely to information collected by this web site. ZacKick.com may have co-branding and/or framing relations with other companies. In this case, you should be familiar with the privacy policies of both companies, since you may be subject to each of them. We do not endorse and are not liable for any content, product, statement, advertisement, or any other such thing available on or through another website and visitors to this website acknowledge that we shall not be directly or indirectly liable for any damages or losses claimed to be caused by or connected to the use or quotation of any such content, information, services, or goods accessed through those sites or resources.

Notification of Changes

If we decide to make a change in our privacy policy, it will be posted to this privacy statement, our homepage, and other places we deem appropriate so that our users are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. ZacKick.com will use information in accordance with the privacy policy under which the information was collected. If, however, we are going to use users' personally identifiable information in a manner different from that stated at the time of collection, users will be notified via e-mail. Users will then be presented with a choice as to whether or not we become authorized to use their information in this different way. However, if users have opted out of all communication with the site, or deleted/deactivated their account, then they will not be contacted, nor will their personal information be used in this new manner. In addition, if we make any material changes in our privacy practices that do not affect user information already stored in our database, we will post a prominent notice on our Web site notifying users of the change. In some cases where we post a notice we will also email users (who have opted to receive communications from ZacKick.com in this manner), notifying them of the changes in our privacy practices.

We take security measures to protect against unauthorized access, alteration, disclosure, or destruction of data, including physical, electronic, and managerial procedures to the extent that we can. However, we cannot absolutely guarantee the security of such information if the exchanges include networks, servers, hardware, or software that are not created, owned, operated, or directly controlled by us. To help minimize the potential of any risk, we use the industry standard Secure Sockets Layer (SSL) software, to encrypt financial and otherwise private information when conducting monetary transactions.

ZacKick.com and its affiliates uphold the highest professional standards and understand our responsibility to respect the rights of our members as well as our guests and affiliates.

Please contact us for any concerns to our terms for warranty or privacy notice.

Protection of Content Provided by ZacKick.com

All content of this website including graphics, text, logos, software, audio, images, video, icons and other web based components are copyrighted materials owned by or licensed to ZacKick.com. This content may contain trademarks, service marks and trade names which are owned by ZacKick.com and its affiliates, and may also contain brand names and product names which are trademarks, service marks or trade names which are owned by certain third parties. The Content may be subject to other intellectual property rights, the exercise of which rights are expressly reserved by ZacKick.com, its affiliates, or third parties.

"ZacKick.com" is a trademark of ZacKick. Unless authorized in writing by an officer of ZacKick, the trademarks of this website may not be used in connection with any product or

service that is not ours, in any manner that is likely to cause confusion among consumers, or in any manner that defames or disparages ZackKick.com. No other entity may impersonate, reproduce, sell, resell, modify, display, prepare works derivative of, re-post, or exploit for any commercial purpose, or otherwise use any of the content in any way for any public or commercial purpose without prior written consent of ZackKick.com. You may not use our web content on any other site or publish it on the internet for any other purpose. If you violate any of these terms, your permission to use the content will automatically terminate, you must immediately destroy any copies you have made of the content, and we may end your authorization to use the ZackKick.com. Nothing contained on this site shall be construed as conferring any license or right under any copyright, trade secret, patent, trademark or other intellectual property rights ("IP Rights") of ZackKick.com, its affiliates, or any third party, and, except as provided in these Terms of Service, the exercise of all such IP Rights in the services, products, processes or technologies described in the Site Content are expressly reserved to ZackKick.com, its affiliates, and/or any third party, as applicable.

Disclaimers and Limitation of Liability

Visitors to the ZackKick website automatically agree that its content is provided "As-Is" and that ZackKick assumes no responsibility for the ability of an individual to (or any costs or fees associated with the ability to) obtain access to this website. Nor do we assume any liability for the failure to store or maintain any user communications or personal settings.

No information, news, advice, whether oral or written that can be obtained on this website or through its visitors or services shall create any warranty not outlined in this policy. In no instance shall this site be liable to visitors or third parties for any damages including lost profit that result from the use of the ZackKick website or its services whatsoever. The visitor's use of ZackKick.com is at his or her own risk and discretion and he or she assumes full responsibility for all costs derived from the necessity to repair or service any or all equipment used in connection with the visit to this website. ZackKick.com and its suppliers do not claim that the website is suitable, reliable, available, timely, or accurate by any measurable standard. The content herein is "as available".

Contacting ZackKick.com

If you have questions or concerns about the ZackKick.com guidelines, policies, procedures, you can contact us via email at: info@zackkick.com .