WEBSITE TERMS OF USE

Last updated April, 2016

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Some areas of the Site may require you to be or become registered with the Site. When and if you register with the Site, you agree to (a) provide accurate, current and complete information about yourself as prompted by our registration form (including your email address) and (b) maintain and update your information (including your email address) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your use of the Site.

As part of the registration process, you will be asked to select a username and password. We may refuse to grant you a username that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, or may cause confusion, as determined by us in our sole discretion. You are responsible for maintaining the confidentiality of your user name and password and agree not to transfer or resell your use of or access to the Site to any third party. If you have reason to believe that your account with us is no longer secure, you must promptly change your password by visiting www.brasscraft.com and immediately notify us of the problem by sending us an email through the Contact Us section or by calling Customer Care at (877) 272-7755. You are entirely responsible for maintaining the confidentiality of your username and password and for any and all activities that are conducted through your account (including purchases, as applicable) whether or not authorized by you.

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Violate or attempt to violate the security of the Site;

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Use the Site, Content or Software for any fraudulent or unlawful purpose;

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Transmit (a) any content or information that is unlawful, fraudulent, threatening, harassing, degrading, hateful, intimidating, abusive, libelous, defamatory, obscene, indecent, pornographic or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; (d) any material that would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offense; or that encourages or provides instructional information about illegal activities or activities such as "hacking," "cracking," or "phreaking"; or (e) any advertisements, solicitations, junk mail, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);

Engage in spamming or flooding;

Transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;

Remove any copyright, trademark or other proprietary rights notices contained in the Site, Content or Software;

"Frame" or "mirror" any part of the Site without our prior written authorization;

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Use the Site to advertise or offer to sell or buy any goods or services without our express prior written consent;
Create a database by systematically downloading and storing Site content;

Use the Site to defame abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity, or harvest or collect information about Site visitors or members without their express consent; or

Otherwise disrupt or interfere with the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks.

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BrassCraft Manufacturing is proud to provide a forum for you to express your opinions on the topics and items we feature. While we appreciate your time and comments, you are prohibited from posting or transmitting the following in your posts: (i) profanity, pornography, obscenities, hateful, threatening or harassing comments or images; (ii) discussion of illegal activities or intent; (iii) solicitations for commercial activities or other statements that do not generally relate to the designated topic of the forum; (iv) personally identifiable information such as phone numbers, addresses or URLs; (v) any information that violates any right of a third party or any law; (vi) any software or other materials that contain a virus or other harmful component, and (vii) BrassCraft Manufacturing is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Web Site for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information.

We have no obligation to monitor the Site or the forums, or any submissions or other materials that you or other third parties transmit or post on the Site or the forums. You acknowledge and agree that we have the right (but not the obligation) to monitor the Site and the forums and the materials you transmit or post; to alter or remove any such materials (including, without limitation, any posting to a forum); to disclose such materials, the circumstances surrounding their transmission, and the identity of the poster to any third party in order to operate the Site properly; to protect ourselves, our sponsors and our members and visitors; to comply with legal obligations or governmental requests; and to enforce these Terms or for any other reason or purpose.

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Rules for Sweepstakes, Contests and Games

Any sweepstakes, contests or games that are accessible through the Site may be governed by specific rules. By entering such sweepstakes or contests or participating in such games you will become subject to any such rules. We urge you to read any applicable rules, which will be linked from the particular activity, and to review our Privacy Policy (which can be found at www.brasscraft.com) which, in addition to these Terms, governs any information you submit in connection with such sweepstakes, contests and games. To the extent that the terms and conditions of such rules conflict with these Terms, the terms and conditions of such rules shall control.
Making Purchases

If you wish to purchase products or services as offered on the Site, you will be asked by BrassCraft Manufacturing or the third party provider of the product or service to supply certain information applicable to your purchase, including, without limitation, credit card and other information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) UTILIZED IN CONNECTION WITH ANY PURCHASE. By submitting such information, you grant BrassCraft Manufacturing the right to such information in accordance with our Privacy Policy, including, without limitation, by providing such information to third parties for purposes of facilitating the completion of purchases initiated by you or on your behalf. You agree that all information that you provide to BrassCraft Manufacturing or such third party provider will be accurate, current and complete. You agree to pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. Descriptions or images of, or references to, products or services on the Site do not imply BrassCraft Manufacturing's endorsement of such products or services. We reserve the right, without prior notification, to change such descriptions or references, to limit the order quantity on any product or service and/or to refuse service to you. Verification of information applicable to a purchase may be required prior to BrassCraft Manufacturing's acceptance of any order. Price and availability of any product or service are subject to change without notice. If you have any questions or complaints regarding your order, or if you would like further information, please contact Customer Service at (877) 272-7755. If you are a California resident, please be advised that the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs can be reached at 1625 N. Market Blvd., Suite S-202, Sacramento, CA  95834, or at (916) 574-7950.

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Governing Law

These Terms will be governed by and construed in accordance with the laws of the State of New York and the United States of America, without reference to any choice of law rules under New York law. You agree that any action at law or in equity arising out of or relating to these Terms or relating your use of this Web Site will be filed only in the state or federal courts located in Oakland County, Michigan and you agree to submit to the personal jurisdiction of such courts for the purposes of litigating any such action, and to waive any jurisdictional, venue or inconvenient forum objections to such courts.

Termination

These Terms are effective until terminated. BrassCraft Manufacturing, in its sole discretion, may terminate your access to or use of the Site, at any time and for any reason, including if BrassCraft Manufacturing believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Upon any such termination, your right to use the Site will immediately cease. You agree that any termination of your access to or use of the Site may be effected without prior notice, and that BrassCraft Manufacturing may immediately deactivate or delete your password.
and user name, and all related information and files associated with it, and/or bar any further access to such information or files. You agree that BrassCraft Manufacturing and the Affiliated Entities shall not be liable to you or any third party for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination. The "Intellectual Property," "Forums and Public Communication," "Disclaimer of Warranties," "Limitation of Liability," "Governing Law," "Termination," "Jurisdictional Issues," and "Miscellaneous" sections will survive any termination of these Terms.

Violations

We reserve the right to seek all remedies available at law and in equity for violations of these Terms, including suspension or blocking of your access to this Web Site. Our failure to enforce any provision of these Terms will not constitute a waiver of such provision or of our legal or equitable rights. You agree to defend and indemnify us and our directors and employees from and against any and all damages, claims, liabilities and costs arising directly or indirectly from (i) your violation of these Terms or your use of this Site; (ii) any allegation that any materials you submit to us or transmit to the Site infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (iii) your activities in connection with the Site.

Notice for California Users

Under California Civil Code Section 1789.3, California Site users are entitled to the following specific consumer rights notice: If you have a question or complaint regarding the Site, please visit www.brasscraft.com and send an email through the Contact Us section,. You may also contact us by writing to 39600 Orchard Hill Pl. Novi, MI 48375-5331 Attention: Customer Care, or by calling us at (877) 272-7755. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

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complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed by BrassCraft Manufacturing against you, the DMCA permits you to send BrassCraft Manufacturing a counter-notification. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see http://www.loc.gov/copyright/ for details. Notices and counter-notices with respect to the Site should be sent to BrassCraft Manufacturing’s Vice President of Information Technology. We suggest that you consult your legal advisor before filing a notice or counter-notification. Also, be aware that there can be penalties for false claims under the DMCA.

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Pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on the two websites GetNetWise (http://kids.getnetwise.org/) and OnGuard Online (http://onguardonline.gov/). Please note that BrassCraft Manufacturing does not endorse any of the products or services listed at such site.

Ability to Agree to These Terms

By using the Site, you affirm that you are of legal age to enter into this these Terms or, if you are not, that you have obtained parental or guardian consent to enter into these Terms.

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