

Terms and Conditions

LAST UPDATED: September 2025

Welcome to Hubbard Marketing LLC("Company," "we," or "us", each to include our directors, officers, shareholders, employees, contractors, agents, representatives, and affiliates). Please read these Terms and Conditions ("Terms") carefully as it contains the legal terms and conditions that govern your use of and access to our website (www.brandingtoppers.com), mobile site, and mobile application (collectively, our "Sites"), as well as the provision of the Company's products and services. In some instances, certain services, promotions, and features may have additional terms and conditions, and those additional terms and conditions are incorporated herein by this reference.

By using or visiting any of our Sites, you are signifying that you have read, understand, and agree to these Terms and to our Privacy Policy, which can be found at <http://www.brandingtoppers.com/privacy-policy.html> and is incorporated herein by this reference. If you do not assent or agree to these Terms, you must not access or use any of our Sites. Any products or services ordered or used through any of our Sites are also governed by these Terms. We reserve the right to replace, update, alter, or revise these Terms from time to time, in whole or in part, in our sole discretion, with or without notice, by posting a revised version. YOUR CONTINUED USE OF ANY OF OUR SITES AFTER WE POST ANY UPDATES, REVISIONS, OR OTHER CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES. FURTHERMORE, BY ORDERING PRODUCTS OR SERVICES FROM ANY OF OUR SITES, YOU ACKNOWLEDGE THAT YOU HAVE READ AND REVIEWED THESE TERMS IN THEIR ENTIRETY AND YOU AGREE AND ACKNOWLEDGE THAT THE TERMS CONTAINED HEREIN CONSTITUTE BINDING AND ENFORCEABLE OBLIGATIONS ON YOU.

1. ACCESS AND USE OF OUR SITES

Subject to and conditioned upon your compliance with these Terms, you may access and use our Sites for your own personal, noncommercial, and business use so long as the business use is solely for the purpose of interacting with the Company to effect sales for goods offered. Except as otherwise expressly authorized in these Terms, you may not reproduce, duplicate, copy, sell, resell, modify, reverse-engineer, or otherwise exploit or publicly display our Site for any commercial purpose without our prior written consent.

While using any of our Sites, you agree not to:

- Provide or use any fraudulent, false, deceptive, misleading or inaccurate personal or contact information, or impersonate any third party;
- Upload to, transmit through, or display on any of our Sites any content, data, or material that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes our or any third party's intellectual property or other rights, including any confidential, proprietary or trade secret information of any third party;
- Restrict any other user from using or accessing any of our Sites, including, without limitation, by means of hacking or defacing any portion of our Sites;
- Violate any applicable laws, regulations, or ordinances;
- Engage in spamming;
- Transmit any software or other content, data, or material that contains any viruses, worms, trojan horses, defects, or other destructive items;
- Modify, adapt, translate, distribute, reverse engineer, decompile or disassemble any portion of our Sites; and
- Remove any copyright, trademark, or other proprietary rights notices contained in or displayed on any portion of our Sites.

If you fail to comply with the above rules, we may, in addition to any other remedy available to us, immediately terminate your access to and use of our Sites.

2. SETTING UP A MEMBER ACCOUNT

You may create a member account with any of our Sites by registering your name and providing certain contact information. You agree that you will provide complete, current, and accurate information about yourself as requested in accordance with the terms contained herein. You also agree that it is your responsibility to keep such information updated. **YOU AGREE THAT YOU ARE SOLELY AND FULLY RESPONSIBLE FOR ANY ACTIVITIES OR ACTIONS TAKEN UNDER YOUR ACCOUNT, WHETHER OR NOT YOU HAVE AUTHORIZED SUCH ACTIVITIES OR ACTIONS.** You will immediately notify us of any unauthorized use of your account on any of our Sites.

In order to create a member account with any of our Sites, you must be at least 18 years of age. You represent to us that you are at least 18 years old. If you are not, please do not set up an account with any of our Sites.

3. MAKING PURCHASES ON OUR SITES

If you wish to purchase any products or services through any of our Sites, we will ask you to provide certain information applicable to your purchase, including, without limitation, payment information, mailing and billing addresses, and other requested information. Any such information will be treated in accordance with the terms contained in our Privacy Policy. All information that you provide to us or our third-party payment processor must be accurate, current, and complete. **YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MEANS USED TO INITIATE ANY TRANSACTION.** You agree to pay all charges incurred by you at the prices in effect when such charges are incurred and you also agree to pay any applicable shipping charges and taxes relating to your purchases.

Descriptions, images, features, specifications, products, price, and availability of any products or services are subject to change without notice, and our current prices can be found on our Sites. We make reasonable efforts to accurately display our available and current products and services and all related features thereof on our Sites. We reserve the right, with or without prior notice, to (i) limit the available quantity of any product or service; (ii) discontinue any product or service; (iii) impose conditions on any coupon or promotional offer; and/or (iv) to refuse to provide any user with any product or service for any reason.

continued below...

[TERMS & CONDITIONS](#)

Title and risk of loss for any purchases pass to you upon our delivery to our carrier. When you place an order, we will charge you before we ship the items ordered. We reserve the right to ship partial orders (at no additional cost to you), and the portion of any order that is partially shipped may be charged at the time of shipment.

The Company's products include, but are not limited to:

1. Branding Toppers are customized labels that are customized to the extent permitted by the Company for you.

2. Marketing Toppers are labels held in stock by the Company which are not customizable and for which the Company owns the copyright.

For specific details on the Company's Products, please refer to the Company's website.

4. USER SUBMITTED MATERIALS

Any materials submitted by you, including, without limitation, photographs, images, text, graphics and other materials (collectively, "User Submitted Materials") are subject to the following terms and conditions:

You represent and warrant that you own or otherwise possess all necessary right, title, and interest with respect to the User Submitted Materials, and that the User Submitted Materials do not and will not infringe, misappropriate, use or disclose without authorization or otherwise violate any copyright, trade secret right or other intellectual property or another property right of any third party, and that the User Submitted Materials are not unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable.

You will retain all right, title, and interest with respect to such User Submitted Materials, and you grant us and our designees a worldwide, non-exclusive, transferable, royalty-free, perpetual irrevocable right and license, to use, reproduce, distribute, create derivative works of and publicly display such User Submitted Materials solely in connection with the production or provision of any product or service you request or to show you how your User Submitted Materials would appear in our products or services. For example, when you place an order for a product, we will prepare, manipulate (if necessary), and transmit the User Submitted Materials for review, production, packaging, and shipment of the product.

You agree that we may (but are not obligated to): (i) filter any User Submitted Materials (including, without limitation, deleting or replacing expletives or other harmful or offensive language); (ii) refuse to use any User Submitted Materials (including, without limitation, suspending processing and shipping of any order relating to any User Submitted Materials); and/or (iii) disclose any User Submitted Materials and the circumstances surrounding the use thereof, to any third party in order to provide the applicable products or services, to enforce these Terms or to comply with legal obligations or governmental requests.

You agree to indemnify and hold us, our directors, officers, shareholders, employees, contractors, agents, representatives, affiliates, and third party users harmless from and against any and all claims, causes of action, liabilities, damages, losses, expenses, and costs (including, without limitation, reasonable attorneys' fees) that arise directly or indirectly out of or from: (i) your violation of these Terms, any other agreement or terms of use with us, any representation or warranty contained herein or therein or any applicable law; (ii) your User Submitted Materials; (iii) your activities in connection with obtaining any products or services from us, or (iv) any activity related to access to or use of your account by you or any other person.

We are not responsible for and will have no liability for, the removal or non-removal of any User Submitted Materials from our Sites. We recommend you keep backup copies of your User Submitted Materials on your hard drive or another personal system.

For the best results, User Submitted Materials shall be edited by you prior to being uploaded on our Sites. During the User Submitted Materials upload process, you will be responsible for complying with the instructions found on our Sites.

5. DELIVERY

The products that you order using our Sites will be delivered to the mailing address entered by you or otherwise associated with your member account through a delivery service selected by the Company or a third party printer. We do not guarantee a specific delivery time.

6. PRODUCT GUARANTY AND REFUND POLICY

If there is a problem with an order you received, please call 954-224-8229 or [email us](#). Refunds may not be given for shipping delays caused by inclement weather, package refusal, and/or incomplete or incorrect delivery address. Claims for damaged products must be submitted within 24 hours of delivery. You agree that we will have no liability to you or any other party as a result of any failed or delayed delivery or any product damaged during shipping. Except as otherwise set forth herein, the risk of loss for and title to products purchased on the Sites passes to the purchaser upon delivery to the carrier.

7. DISCLAIMER OF WARRANTIES

THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ITS SERVER WILL BE ERROR-FREE, UNINTERRUPTED, FREE FROM UNAUTHORIZED ACCESS (INCLUDING THIRD-PARTY HACKERS OR DENIAL OF SERVICE ATTACKS), OR OTHERWISE MEET YOUR REQUIREMENTS.

OUR SITES, PRODUCTS, AND SERVICES, INCLUDING ALL MATERIALS INCORPORATED THEREIN, ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES THAT THE COMPANY'S PRODUCTS ARE APPROPRIATE TO USE BY THEMSELVES OR IN CONNECTION WITH OR AS PART OF YOUR PRODUCTS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES THAT ANY STATEMENT OR TERM ON THE COMPANY'S PRODUCTS ACCURATELY DESCRIBES YOUR PRODUCTS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM THE COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NOTE: CERTAIN APPLICABLE LAWS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. NO STATEMENT OF OURS SHALL CREATE ANY WARRANTY OTHER THAN THOSE EXPRESSLY CONTAINED IN THESE TERMS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL RESPONSIBILITY FOR ANY DAMAGE TO YOUR PRODUCTS AS A RESULT OF USING THE COMPANY'S PRODUCTS, INCLUDING BUT NOT LIMITED TO, ANY DAMAGE TO YOUR PRODUCTS RESULTING FROM THE ADHESIVE USED TO ATTACH OUR PRODUCTS TO YOUR PRODUCTS.

8. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER WE NOR ANY OF OUR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, OR AFFILIATES (THE "COMPANY PARTIES") SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES

(INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, PROFITS, USE OR DATA), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF THE COMPANY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATING IN ANY WAY TO OUR PROVISION OF (OR FAILURE TO PROVIDE) PRODUCTS OR SERVICES, OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR SUBMISSIONS OR DATA, EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT THE COMPANY PARTIES ARE NOT LIABLE FOR ANY DAMAGE TO YOUR PRODUCTS AS A RESULT OF USING ANY OF THE COMPANY'S PRODUCTS AND YOU ACKNOWLEDGE THAT IS IT YOUR RESPONSIBILITY TO TEST THE COMPANY'S PRODUCTS AND ENSURE THAT SUCH PRODUCTS ARE COMPATIBLE AND DO NOT DAMAGE YOUR PRODUCTS. YOU SPECIFICALLY ACKNOWLEDGE THAT THE COMPANY PARTIES ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHERMORE, THE COMPANY PARTIES WILL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT UPLOADED. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH PRODUCTS IS TO OBTAIN A REFUND, AT THE SOLE DISCRETION OF THE COMPANY; AND YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH SERVICES IS TO STOP USING THE SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF THE COMPANY PARTIES ARISING OUT OF OR RELATING IN ANY WAY TO OUR PROVISION OF (OR FAILURE TO PROVIDE) PRODUCTS OR SERVICES SHALL BE THE ACTUAL PRICE PAID THEREFORE BY YOU. NOTE: CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL, OR CERTAIN OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

9. INTELLECTUAL PROPERTY

(a) Definition:

1. "Intellectual Property Rights" means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) To the extent of the Company's artwork present on the Company's Products the Company is and shall be, the sole and exclusive owner of all right, title, and interest in the artwork, including all Intellectual Property Rights therein. Upon full receipt of payment, The Company licenses to each purchaser the non-exclusive, limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable worldwide license to use the Company's Products as designed. The purchaser shall not copy or replicate in any manner the design or language of the Company's Products onto any other surface or media.

(c) To the extent a Company Product contains artwork that is supplied to or is created by the Company, the Company is and shall be, the sole and exclusive owner of all right, title, and interest in the artwork, including all Intellectual Property Rights therein. With respect to any content or artwork provided by you, you are, and shall be, the sole and exclusive owner of all right, title, and interest in the content or artwork, including all Intellectual Property Rights therein. You grant to the

Company the non-exclusive, limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable worldwide license to use such content or artwork for the purpose of the Company replicating the content or artwork onto a Company Product. You represent and warrant that you have the right to grant to the Company such license, that you own such content or artwork, and that such content or artwork does not infringe the Intellectual Property Rights of any third party.

(d) If you engage the Company to design content or artwork at your direction then that design is deemed work-for-hire. Upon receipt of full payment from you, such design will be assigned to you.

(e) You understand and agree that the printing plate is owned by the printer and will not be assigned to you.

10. THIRD-PARTY SITES, SOFTWARE, AND SERVICES

Our Sites may direct you to sites, software or services owned or operated by third parties ("Third-Party Properties"). We have not reviewed all of the Third Party Properties to which you may be directed and we have no control over such Third-Party Properties. We have no control over and are not responsible for (a) the content and operation of such Third-Party Properties, or (b) the privacy or other practices of such Third-Party Properties. The fact that our Sites direct you to such Third-Party Properties does not indicate any approval or endorsement of any such Third Party Properties. We direct you to such Third-Party Properties only as a convenience. You are responsible for the costs associated with such Third-Party Properties, including any applicable license fees and service charges. Accordingly, we strongly encourage you to become familiar with the terms of use and privacy practices of any such Third-Party Properties. Other sites may provide links to our Sites with or without our authorization. We do not endorse such sites and are not and will not be responsible or liable for any links from those sites to our Sites, any content, advertising, products, or other materials available on or through such other sites, or any loss or damages incurred in connection therewith.

YOU AGREE THAT YOUR USE OF THIRD PARTY PROPERTIES, INCLUDING, WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH SITES, SOFTWARE, AND SERVICES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES, SOFTWARE AND SERVICES.

11. JURISDICTION

Our Sites are controlled and operated from the United States. Our Sites are not subject to the laws or jurisdiction of any state, country, or territory other than that of the United States. We do not represent or warrant that any of our Sites, products, and/or services or any part thereof is appropriate or available for use in any particular jurisdiction. Those who choose to access the Sites do so on their own initiative and at their own risk and are responsible for complying with all applicable laws, rules, and regulations. We may limit the availability of our Sites, in whole or in part, to any person, geographic area, or jurisdiction we choose, at any time and at our sole discretion.

12. GOVERNING LAW AND JURISDICTION

These Terms are governed by and construed in accordance with the laws of the State of Florida, United States of America, without regard to its conflict of law provisions. You agree to submit to the exclusive jurisdiction of any State or Federal court located in the County of Martin, Florida, United

States of America, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

13. SEVERABILITY

If any provisions of these Terms, or the application thereof to any person, place, or circumstance, will be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, such provision will be enforced to the maximum extent possible, or, if incapable of such enforcement, will be deemed to be deleted from these Terms, and the remainder of these Terms and such provisions as applies to other persons, places, and circumstances will remain in full force and effect.

14. WAIVER

No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default, nor will any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operated as a waiver of any right or remedy.

15. ENTIRE AGREEMENT

This is the entire agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between us with respect to such subject matter.

16. ASSIGNMENT

We may assign our rights and obligations under these Terms, with or without notice, to (i) any affiliate of the Company, or (ii) any party or its affiliates that acquire all or substantially all of the assets or stock by merger or otherwise of the Company or any affiliate of the Company. These Terms are not assignable, transferable or sublicensable by you except with our prior written consent.

17. AMENDMENT

These Terms may not be modified or amended except as set forth in the introductory section of these Terms.

18. HEADINGS

Any heading or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision of these Terms.

19. TERMINATION

We reserve the right, in our sole discretion, to terminate your access to our Sites and to your member account at any time, with or without cause, and with or without prior notice. Without limiting the foregoing, we may terminate your access if you violate these Terms. Upon termination for any reason, your right to access and/or use our Sites and your member account will immediately cease. Upon termination, you will have no further access to, and we may delete, any information, files, or materials in or related to your account, including, without limitation, any User Submitted Materials. Upon termination, Company may delete any and all information, files, and materials

related to your account, including any User Submitted Materials, and we will have no obligation whatsoever to save or make any such information, files, or materials available to you. You agree that we will have no liability whatsoever to you or any other party as a result of a termination of your access to our Sites and to your account and/or as a result of the deletion of any information, files or material in or related to your account.

20. QUESTIONS

Questions or comments regarding our Sites, these Terms, the Privacy Policy, and/or any additional terms contained on our Sites should be directed to:

Hubbard Marketing LLC.
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Fort Lauderdale, FL 33305

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