Terms of Use

Effective Date: January 25, 2025

Welcome to www.tilegripper.com (the "Website"), operated by Symtool Systems ("we," "us," or "our"). These Terms of Service ("Terms") govern your access to and use of the Website, including any content, functionality, and services offered on or through the Website, including the purchase of Tile Gripper products and accessories (collectively, the "Services").

By accessing or using the Website, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Website.

1. General Terms

1.1 **Eligibility** You must be at least 18 years of age to use the e-commerce functions of the Website. By using the Website, you represent and warrant that you meet this eligibility requirement.

1.2 **Modifications to Terms** We may update these Terms from time to time. Changes will be effective when posted on this page, and your continued use of the Website after changes are posted constitutes acceptance of the revised Terms.

2. Use of the Website

2.1 **License to Use** We grant you a limited, non-exclusive, non-transferable, and revocable license to access and use the Website for personal or business purposes, including learning about and purchasing Tile Gripper products.

2.2 Prohibited Conduct You agree not to:

- Use the Website for any unlawful purpose.
- Disrupt or interfere with the security or proper functioning of the Website.
- Copy, reproduce, or distribute any content from the Website without our prior written consent.

3. Product Purchases

3.1 **Orders** By placing an order on the Website, you agree to provide accurate and complete information. All orders are subject to acceptance and availability.

3.2 **Pricing and Payment** Prices are listed in USD and are subject to change without notice. Payment is required at the time of purchase, and we accept major credit cards and other payment methods as indicated on the Website.

3.3 **Shipping and Delivery** We ship products to addresses within the United States and other designated regions. Shipping costs and delivery times will be provided at checkout.

3.4 **Returns and Refunds** We accept returns within 30 days of delivery for unused and undamaged products. Please refer to our [Return Policy] for detailed instructions.

4. Intellectual Property

All content on the Website, including but not limited to text, images, logos, and product descriptions, is the intellectual property of Symtool Systems or its licensors. You may not use our intellectual property without our express written consent.

5. Privacy

Your use of the Website is also governed by our Privacy Policy, which outlines how we collect, use, and protect your personal information.

6. Disclaimer of Warranties

The Website and all products and services offered through it are provided "as is" and "as available" without any warranties of any kind, either express or implied. To the fullest extent permitted by law, we disclaim all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

7. Limitation of Liability

To the maximum extent permitted by law, Symtool Systems shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with your use of the Website or purchase of our products.

8. Indemnification

You agree to indemnify, defend, and hold harmless Symtool Systems, its affiliates, and their respective officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, or expenses arising out of your use of the Website or violation of these Terms.

9. Governing Law

These Terms are governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.

10. Dispute Resolution

Any disputes arising under or related to these Terms or the Website shall be resolved exclusively through binding arbitration in New York, NY, in accordance with the rules of the American Arbitration Association. Each party shall bear its own costs in arbitration, except as required by law.

11. Termination

We reserve the right to terminate or suspend your access to the Website, without notice, for conduct that we believe violates these Terms or is harmful to us, other users, or third parties.

12. Contact Us

If you have any questions about these Terms, please contact us at: Symtool Systems

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