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Links to Other Sites

Periodically, links may be established from BagScooper.com to one or more external sites or resources operated by third parties. We have no control over any third party site or service, and we are not responsible for any changes to any third party service or for the contents thereof, including, without limitation, any links that may be contained in or accessible through such third party service. The links to any third party site or service are provided solely as a convenience to our visitors. Such third party linked sites are not under BagScooper.com control, and Bag Scooper is not responsible for and does not endorse their content. You will need to make your own independent judgment regarding your interaction with these third party sites or services. Our inclusion of advertisements for, or links to, a third party site or service does not constitute an endorsement. By opting into third party offers, you will be subject to terms posted by such third parties. Opting into these offers signifies your agreement to those additional terms of the respective third parties.

Customer Communications

We welcome your comments and feedback. All communications and comments submitted to BagScoop.com are non-confidential. Bag Scooper reserves the right to use any ideas, concepts, comments, techniques, visuals, suggestions or communications. All comments, feedback, suggestions and submissions shall be and remain Bag Scooper property.

Accuracy

Though we strive for accuracy, occasionally, the information at BagScoop.com may contain typographical errors, inaccuracies, or omissions in relation to product descriptions, pricing and availability. We apologize for such oversights and reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice (including after you have submitted an order). In the event of a pricing error on an item you have ordered, we will notify you and await your approval of the corrected price before continuing with your order. We hope this will not cause you undue inconvenience.

Disclaimer of Warranties

You expressly understand and agree that your use of BagScoop.com is at your sole risk. BagScoop.com is provided on an "AS IS" and "AS AVAILABLE" basis. BagScoop.com and any of its third party service providers expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Bag Scooper makes no warranty that (i) BagScoop.com will meet your requirements, (ii) BagScoop.com will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of BagScoop.com will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through BagScoop.com will meet your expectations, (v) that your email or voicemail messages will not be lost, and (vi) any errors in BagScoop.com will be corrected. Any material downloaded or otherwise obtained through the use of BagScoop.com is done at your own discretion and risk, and you will be solely responsible for any potential damage to your computer system or loss of data that results from the download of any such material. No information, whether oral or written, obtained by you from BagScoop.com or any of our third party service providers will create any warranty not expressly stated in these Terms and Conditions. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. To the extent that any part of this section is not consistent with any other part of this Agreement, then this Disclaimer of Warranties will override it.

Limitation of Liability

In no event shall Bag Scooper or its officers, directors, managers, shareholders, members or employees be liable for any indirect, special or consequential damages, or any other damages of any kind whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use or inability to use

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In no event shall the aggregate liability of Bag Scooper (whether in contract, warranty, tort (including negligence whether active, passive or imputed), product liability, strict liability or other theory) arising out of or relating to the use of this site exceed any compensation you pay, if any, to Bag Scooper for access to or use of this site.

Indemnification

You agree to protect and fully compensate BagScoop.com and any service providers from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) arising from your use of BagScoop.com, your violation of these Terms and Conditions or your infringement of any intellectual property or other right of anyone.

Choice of Law and Jurisdiction

BagScoop.com is controlled and operated by Bag Scooper from its offices within the State of California in the United States of America. Bag Scooper makes no representation that materials on BagScoop.com are appropriate or available for use in other locations. Those who choose to access BagScoop.com from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Any aspect of BagScoop.com that is prohibited by applicable law is void in the jurisdiction where that law applies. The terms of this site shall be governed by the laws of the State of California, without giving effect to its conflict of laws provisions. You agree that any action at law or in equity arising out of or relating to these Terms and Conditions shall be filed only in state or federal court located in Los Angeles, California, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms and Conditions.

Modifications

These Terms and Conditions may be modified from time to time without notice to you, and changes are effective immediately upon posting on BagScoop.com. Your continued use of BagScoop.com constitutes your binding acceptance of these Terms and Conditions, including any changes or modifications we may make. If any part of these Terms and Conditions or any future changes to these Terms and Conditions are not acceptable to you, your only recourse is to terminate usage of BagScoop.com. We may change, suspend or discontinue all or any aspect of BagScoop.com at any time, including availability of any BagScoop.com feature, database or content, without prior notice or liability.

BagScoop.com

Email: info@bagscoop.com

Phone: 818-441-1313

Mailing address: 4804 Laurel Canyon Blvd, Suite 759 Valley Village, CA. 91607

Social Media addresses: [facebook.com/bagscooper](https://www.facebook.com/bagscooper)

[pinterest.com/bagscooper](https://www.pinterest.com/bagscooper)

Last reviewed: December 28, 2019

Privacy Policy

This Privacy Policy discloses the privacy practices for BagScooper.com. This Privacy Policy defines “Personal Information” as information that would allow someone to identify or contact you, including, for example, your full name, address, telephone number, or email address. By using BagScooper.com, you are accepting the practices described in this Privacy Policy. This policy also only addresses activities from our servers. Other sites (including those to which we may link) and other service providers may have their own policies, which we do not control, and thus are not addressed or controlled by this policy. We encourage you to learn about the privacy policies of each of these other companies.

The Collection of Personal Information

You provide certain Personal Information to us when you use BagScooper.com. Categories of Personal Information include, but are not limited to:

- Name
- Email Address
- Address
- Phone Number
- Date of Birth

We use a feature of your browser called a “cookie” to assign a unique number that automatically identifies your computer when you visit BagScooper.com. A cookie is a piece of text-only data stored on your hard drive. By setting a cookie on BagScooper.com, you would not have to log in a password each time you visit BagScooper.com, thereby saving time while on BagScooper.com. If you reject the cookie, you may still use BagScooper.com. The only drawback to this is that you may be limited in some areas of BagScooper.com or may have to enter passwords or identifying information each time you visit BagScooper.com.

In addition to the login information, we may collect information of a non-personal nature, such as IP addresses, browser types, domain names, software versions, and access times. This information is only used for our internal purposes (such as to improve BagScooper.com or to customize content).

We may also collect Personal Information from you at other points on BagScooper.com that require user input. For example, when entering a contest or other promotional event, we may ask for your name, address, telephone number and e-mail address so we can administer the contest and notify winners.

Who collects the Personal Information?

Bag Scooper owns and operates BagScooper.com and is also the company that collects Personal Information on BagScooper.com.

How is Personal Information used?

We use your Personal Information to provide you with BagScooper.com content, products, and services that are tailored specifically to the profile you provide. In connection with the products we sell, we may share your Personal Information with third-party partners or vendors, but they are only permitted to use the information in connection with the delivery or administration of our services. For example, we share your credit card information with a third-party credit card processing company, but that company is not permitted to use the credit card or Personal Information for any purpose other than to fulfill the specific purchase transaction. Where transactions with a third party are required, BagScooper.com requires that the intermediary safeguard your Personal Information that is in accordance with this privacy policy.

We use your information on an aggregated basis (not personally identifiable) to do such things as operate and enhance BagScooper.com and deliver messages. We may disclose aggregated information about our users, but that information contains no Personal Information.

Although your privacy is very important to us, due to legal rules beyond our control, we cannot fully ensure that your private communications and other Personal Information will not be disclosed to third parties. For example, we may be forced to disclose information to the government or third parties under certain circumstances, or third parties may unlawfully intercept or access transmissions or private communications. Additionally, in the unlikely event that we need to investigate or resolve possible problems or inquiries, we can, and you authorize us to, disclose any information about you to law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate. In addition, we may share Personal Information with our contractors on a need-to-know basis in order to maintain our services provided that such contractors have agreed to the non-disclosure and confidentiality requirements we require of our employees.

Choices available to users regarding collection, use and distribution of the Personal Information

Please note that if you provide any information on your own or directly to parties who provide service to BagScooper.com or any other sites you encounter on the Internet (even if these sites are branded with our branding), different rules may apply to their use or disclosure of the Personal Information you disclose to them. We encourage you to investigate and ask questions before disclosing information to third parties.

What kind of security procedures do we use to protect the loss, misuse, or alteration of your Personal Information under our control?

BagScooper.com takes precautions to protect our users' information. When users submit sensitive information on BagScooper.com, that information is protected both online and off-line.

We have established and maintain reasonable security procedures to protect the confidentiality, security and integrity of your Personal Information. Please recognize, however, that “perfect security” does not exist on the Internet.

The BagScooper.com Privacy Policy is subject to change at any time. We encourage you to review this document regularly for any future changes.

BagScooper.com

Email: info@bagscooper.com

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Warranty and Returns

30 Day Return Policy: Retail Purchases made through www.bagscooper.com

You will have 30 days from the original date of purchase to return items purchased through www.bagscooper.com. Please contact customer service at info@bagscooper.com or (818) 441-1313 for detailed information regarding returns.

When you request a return of your purchase via email or phone, we will confirm your contact information (phone, email, mailing address). We will process a return shipment label and email to the email address you gave to us. The cost of the return shipment will be deducted from the original purchase total. Upon receiving your returned item(s), if in the original box, complete, and in “new” condition, a refund (less the cost of the return shipment) will be issued to the credit card used for your purchase.

You will be notified via email when the credit has been issued to your account. Please give 5-10 business days after the email notification is received, to have this credit appear on your statement. If after 10 business days, the credit does not appear on your statement, please contact us for further follow up.

Limited Warranty

WHAT IS COVERED: Dara Giants, LLC dba Bag Scooper (“Bag Scooper”) warrants to the original retail consumer purchaser, and not any other purchaser or subsequent owner, that its Bag Scooper product, when subject to normal and proper use, will be free from defects in material or workmanship for one (1) year from the date of purchase. An “original retail consumer purchaser” is a person or entity who originally purchases the product, or a gift recipient of a new product that is unopened and in its original packaging. This limited warranty is non-transferrable and shall automatically terminate if the original retail consumer purchaser resells the Bag Scooper product. In the event of defect, these are your exclusive remedies.

WHAT IS NOT COVERED: This non-transferrable limited warranty does not provide protection against, and Bag Scooper will have no liability under this non-transferrable limited warranty for any damage to or defects in the products caused by any animal, loss of product(s), failure, defect or damage caused by events and situations beyond normal exposure conditions, including, but not limited to: misuse, abuse, neglect, improper installation or installation not in accordance with Bag Scooper’s instructions, impacts of foreign objects, acts of God, abnormal or improper use, improper storage, attempted repair or service by anyone other than Bag Scooper customer service, accident, alteration, discoloration or other damage caused by pollution, sunlight, other environmental conditions, mold, dirt, mildew, or exposure to harmful chemicals and any other cause not involving manufacturing defects in the Bag Scooper product.

If you need to make a warranty claim for your Bag Scooper product, please contact customer service at info@bagscooper.com or (818) 441-1313 for help in troubleshooting and, if needed, to arrange a repair for your product. Proof of purchase in the form of the original sales receipt must be provided to Bag Scooper in order for a warranty claim to be honored. Pursuant to this

non-transferrable limited warranty, Bag Scooper will replace the part with a new or refurbished part. This non-transferrable limited warranty will then apply to either the new or refurbished part for the remainder of the original non-transferrable limited warranty period.

DISCLAIMERS: Replacement as provided under this non-transferrable limited warranty is the exclusive remedy of the consumer. This non-transferrable limited warranty is in lieu of all other express warranties. Bag Scooper expressly disclaims and excludes all other warranties, express or implied, including without limitation, the warranties of merchantability and fitness for a particular purpose. Bag Scooper also disclaims and excludes all liability for incidental, consequential, punitive, direct, indirect, special or any other damages arising out of or connected with the purchase, use or misuse of this product or for the breach of any express or implied warranties or breach of contract or otherwise. Purchaser assumes all risks and liabilities from the use or misuse of a Bag Scooper product. Bag Scooper does not authorize any other person or agent to make any other express or implied warranties.

Furthermore, Bag Scooper will not be liable for any loss, damage or injury resulting from delay in delivery of replacement parts or for any failure by Bag Scooper to perform covered repair work due to circumstances beyond Bag Scooper's control.

GOVERNING LAW: This non-transferrable limited warranty shall be governed by the law of the State of California, U.S.A., and by the laws of the United States of America, excluding their conflicts of laws principles. Furthermore, the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this non-transferrable limited warranty. Jurisdiction and venue shall be exclusive to the courts of Los Angeles County, California.

These warranties give you specific legal rights, and you may also have other rights that vary from state to state or country to country. Some states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

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