

Terms of Service

OVERVIEW

Welcome to Mr. Lord Barley! The terms “we,” “us,” and “our” refer to Mr. Lord Barley. Mr. Lord Barley operates this store and website, including all related information, content, features, tools, products, and services, in order to provide you, the customer, with a curated shopping experience (the “Services”). Mr. Lord Barley is powered by **Whop**, which enables us to provide the Services to you.

The terms and conditions below, together with any policies referenced herein (these “Terms of Service” or “Terms”), describe your rights and responsibilities when you use the Services. Please read these Terms of Service carefully, as they include important information about your legal rights and cover areas such as warranty disclaimers and limitations of liability.

By visiting, interacting with, or using our Services, you agree to be bound by these Terms of Service and our Privacy Policy. If you do not agree to these Terms of Service or Privacy Policy, you should not use or access our Services.

SECTION 1 – ACCESS AND ACCOUNT

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, and you have given us your consent to allow any of your minor dependents to use the Services on devices you own, purchase, or manage.

To use the Services—including browsing our online store or purchasing any products or services—you may be asked to provide certain information, such as your email address, billing, payment, and shipping details. You represent and warrant that all information you provide is accurate, current, and complete, and that you have the legal right to provide it.

You are solely responsible for maintaining the security of your account credentials and for all activity under your account. You may not transfer, sell, assign, or license your account to any other person.

SECTION 2 – OUR PRODUCTS

We strive to present our products and services as accurately as possible. However, product colors and appearances may vary depending on your device and display settings. We do not guarantee that the appearance or quality of any product or service will meet your expectations or match the images shown in our store.

All product descriptions are subject to change at any time without notice. We reserve the right to discontinue any product or limit quantities offered to any person, region, or jurisdiction at our sole discretion.

SECTION 3 – ORDERS

When you place an order, you are making an offer to purchase. Mr. Lord Barley reserves the right to accept or decline your order at its discretion. Your order is not accepted until we confirm acceptance and process your payment.

Please review your order carefully before submitting, as we may be unable to accommodate cancellation requests once an order is accepted. If we decline, modify, or cancel your order, we will attempt to notify you using the contact information provided at checkout.

All purchases are subject to our Refund Policy. You represent and warrant that your purchases are for personal or household use and not for resale or export.

SECTION 4 – PRICES AND BILLING

Prices, discounts, and promotions are subject to change without notice. The price charged will be the price in effect at the time your order is placed and will be confirmed in your order email. Unless otherwise stated, prices do not include taxes, shipping, handling, customs, or import charges.

Prices in our online store may differ from those in physical stores or third-party platforms. Promotions may be governed by separate terms; if there is a conflict, the promotion terms will apply.

You agree to provide current, complete, and accurate purchase and account information. You agree to promptly update your email, payment details, and billing information to ensure successful transactions and communication.

You represent and warrant that:

- The payment information you provide is true and authorized;
- Charges will be honored by your payment provider;
- You will pay all posted charges, including applicable taxes and fees.

SECTION 5 – SHIPPING AND DELIVERY

Delivery times are estimates and not guaranteed. We are not liable for delays caused by carriers, customs, or external events. Once products are transferred to the carrier, title and risk of loss pass to you.

SECTION 6 – INTELLECTUAL PROPERTY

All content on the Services—including trademarks, text, images, graphics, video, audio, and design—is owned by Mr. Lord Barley, its affiliates, or licensors and protected by U.S. and international intellectual property laws.

These Terms permit personal, non-commercial use only. You may not reproduce, distribute, modify, publicly display, or transmit any content without prior written consent.

Nothing in these Terms grants you rights under any patent, trademark, copyright, or other intellectual property of Mr. Lord Barley, **Whop**, or any third party. Unauthorized use may violate applicable laws. All rights not expressly granted are reserved.

Mr. Lord Barley's names, logos, product and service names, designs, and slogans are trademarks of Mr. Lord Barley or its affiliates. You may not use them without written permission.

Whop's name, logo, and platform features are trademarks of Whop. All other names and marks on the Services belong to their respective owners.

SECTION 7 – OPTIONAL TOOLS

You may be provided with access to customer tools offered by third parties as part of the Services, which we neither monitor nor control. You acknowledge and agree that we provide access to such tools “as is” and “as available,” without warranties, representations, or conditions of any kind and without endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use of optional tools offered through the site is entirely at your own risk and discretion. You should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new features through the Services (including the release of new tools and resources). Such new features shall be deemed part of the Services and are subject to these Terms of Service.

SECTION 8 – THIRD-PARTY LINKS

The Services may contain materials and hyperlinks to websites provided or operated by third parties (including embedded third-party functionality). We are not responsible for examining or evaluating the content or accuracy of any third-party materials or websites you choose to access. If you leave the Services to access third-party sites, you do so at your own risk.

We are not liable for any harm or damages related to your access of third-party websites, or your purchase or use of any products, services, resources, or content found there. Please review the third party's policies and practices carefully before engaging in any transaction. Complaints,

claims, concerns, or questions regarding third-party products and services should be directed to the third party.

SECTION 9 – RELATIONSHIP WITH WHOP

Mr. Lord Barley is powered by **Whop**, which enables us to provide the Services to you. However, any sales and purchases you make in our store are made directly with Mr. Lord Barley.

By using the Services, you acknowledge and agree that Whop is not responsible for any aspect of sales between you and Mr. Lord Barley, including any injury, damage, or loss resulting from purchased products or services. You hereby expressly release Whop and its affiliates from all claims, damages, and liabilities arising from or related to your purchases and transactions with Mr. Lord Barley.

SECTION 10 – PRIVACY POLICY

All personal information we collect through the Services is subject to our Privacy Policy. By using the Services, you acknowledge that you have read and understood our privacy practices.

Because the Services are hosted by Whop, Whop collects and processes personal information about your access to and use of the Services in order to provide and improve the platform. Information you submit may be transmitted to and shared with Whop and third parties, including those located in countries outside your residence, to deliver the Services to you.

Review our Privacy Policy for more details on how we and Whop use your personal information.

SECTION 11 – FEEDBACK

If you submit, upload, post, email, or otherwise transmit any ideas, suggestions, feedback, reviews, proposals, plans, or other content (collectively, “Feedback”), you grant us a perpetual, worldwide, sublicensable, royalty-free license to use, reproduce, modify, publish, distribute, and display such Feedback in any medium for any purpose, including commercial use. We may use these rights to operate, evaluate, enhance, and promote the Services, and to fulfill our obligations under these Terms.

You represent and warrant that:

- (i) you own or have all necessary rights to the Feedback;
- (ii) you have disclosed any compensation or incentives received in connection with your submission;
- (iii) your Feedback complies with these Terms.

We are under no obligation to:

1. Maintain your Feedback in confidence;
2. Pay compensation for your Feedback;
3. Respond to your Feedback.

We may—but are not obligated to—monitor, edit, or remove Feedback we deem unlawful, offensive, defamatory, obscene, or otherwise objectionable, or that violates intellectual property rights or these Terms.

You agree not to submit Feedback that violates third-party rights, contains unlawful or abusive content, or includes malware or viruses. You may not use a false email address, impersonate others, or mislead us or third parties about the origin of your Feedback. You are solely responsible for your Feedback and its accuracy. We assume no liability for Feedback posted by you or others.

SECTION 12 – ERRORS, INACCURACIES, AND OMISSIONS

Occasionally, the Services may contain typographical errors, inaccuracies, or omissions related to product descriptions, pricing, promotions, shipping charges, transit times, or availability. We reserve the right to correct such errors and to update or cancel orders if any information is inaccurate—at any time and without prior notice, including after an order has been submitted.

SECTION 13 – PROHIBITED USES

You may use the Services only for lawful purposes. You may not use the Services:

- (a) for any unlawful, malicious, or fraudulent purpose;
- (b) to violate any laws or regulations;
- (c) to infringe upon intellectual property rights;
- (d) to harass, abuse, defame, intimidate, or harm others;
- (e) to transmit false or misleading information;
- (f) to upload or reuse material that violates these Terms;
- (g) to send unsolicited advertising or spam;
- (h) to impersonate others;
- (i) to interfere with others' use of the Services or expose them to liability.

You also agree not to:

- (a) upload or transmit viruses or malicious code;
- (b) reproduce, duplicate, or exploit any part of the Services;
- (c) collect or track personal information of others;
- (d) engage in phishing, scraping, or crawling;
- (e) bypass or interfere with security features.

We reserve the right to suspend or terminate your account without notice if you violate these Terms.

SECTION 14 – TERMINATION

We may terminate this agreement or your access to the Services at any time, without notice, at our sole discretion. You remain liable for all amounts due up to the termination date.

The following sections survive termination: Intellectual Property, Feedback, Termination, Disclaimer of Warranties, Limitation of Liability, Indemnification, Severability, Waiver; Entire Agreement, Assignment, Governing Law, Privacy Policy, and any other provisions that by their nature should survive.

SECTION 15 – DISCLAIMER OF WARRANTIES

The information presented on or through the Services is for general informational purposes only. We do not guarantee its accuracy, completeness, or usefulness. Any reliance is at your own risk.

EXCEPT AS EXPRESSLY STATED BY MR. LORD BARLEY, THE SERVICES AND ALL PRODUCTS OFFERED THROUGH THEM ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND—EXPRESS OR IMPLIED—including merchantability, fitness for a particular purpose, durability, title, and non-infringement. We do not guarantee uninterrupted, timely, secure, or error-free access.

Some jurisdictions do not allow the exclusion of implied warranties, so these disclaimers may not apply to you.

SECTION 16 – LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, MR. LORD BARLEY, OUR PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, SERVICE PROVIDERS, OR LICENSORS—AND THOSE OF WHOP AND ITS AFFILIATES—SHALL NOT BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, OR REPLACEMENT COSTS, ARISING FROM YOUR USE OF THE SERVICES OR PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY.

SECTION 17 – INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Mr. Lord Barley, Whop, and our affiliates, partners, officers, directors, employees, agents, contractors, licensors, and service providers from any claims, damages, liabilities, or expenses (including reasonable attorneys’ fees) arising from:

1. Your breach of these Terms;
2. Your violation of any law or third-party rights;
3. Your use of the Services.

We may control the defense and settlement of such claims at your expense, including choice of counsel. You will cooperate fully, including providing relevant documents. We will not settle any claim requiring non-monetary obligations from you without your consent.

SECTION 18 – SEVERABILITY

If any provision of these Terms is found to be unlawful, void, or unenforceable, it shall be enforced to the fullest extent permitted by law, and the remainder of the Terms shall remain valid and enforceable.

SECTION 19 – WAIVER; ENTIRE AGREEMENT

Our failure to enforce any provision of these Terms shall not constitute a waiver. These Terms, along with any posted policies or rules, constitute the entire agreement between you and Mr. Lord Barley and supersede all prior communications and agreements.

Any ambiguities in interpretation shall not be construed against the drafting party.

SECTION 20 – ASSIGNMENT

You may not assign or delegate your rights or obligations under these Terms without our prior written consent. Any attempt to do so is void. We may assign or delegate our rights and obligations without notice or consent.

SECTION 21 – GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the jurisdiction where Mr. Lord Barley is headquartered. You and Mr. Lord Barley consent to venue and personal jurisdiction in the federal and state or territorial courts located in that jurisdiction.

SECTION 22 – HEADINGS

The headings used in this agreement are included for convenience only and will not limit or otherwise affect the interpretation of these Terms.

SECTION 23 – CHANGES TO TERMS OF SERVICE

You may review the most current version of the Terms of Service at any time on this page. We reserve the right, in our sole discretion, to update, change, or replace any part of these Terms by posting updates to our website. It is your responsibility to check our site periodically for changes.

We will notify you of any material changes in accordance with applicable law. Such changes will become effective on the date specified in the notice. Your continued use of or access to the Services following the posting of changes constitutes your acceptance of those changes.

SECTION 24 – CONTACT INFORMATION

Questions about these Terms of Service may be directed to us at:

Email: mrlordbarley@gmail.com