

## Information Desk

### Legal

Top Dawg Aviation LLC original designs, images, logos and all artwork pictured on this website is the exclusive property of Top Dawg Aviation LLC and is protected by Federal Copyright Laws. Any Reproduction of designs, images, logos and all artwork similar to the one's embodied herein is expressly forbidden. Should such design, construction and selling occur, Top Dawg Aviation LLC is due a minimum of \$500 as compensation for the time, effort in creating each individual design(s) per Federal Law 17 U.S.C. Section 101 et seq. and could be liable for statutory damages as high as \$150,000 as set forth in Section 504 (c)(2) therein.

### Indemnification

You agree to defend, indemnify, and hold Top Dawg Aviation LLC harmless from and against any and all claims, damages, costs, and expenses, including attorneys' fees, arising from or related to your use of the Site, your breach of these Terms of Use, and/or any of the foregoing agreements, representations, and warranties. Unless otherwise specified, this Site and the Contents thereof are displayed solely for the purpose of promoting Radio Control Flying as a Hobby and products provided by Top Dawg Aviation LLC available World Wide.

### Copyright

Copyright in the documents and material on this site is owned by or licensed to Top Dawg Aviation LLC. You are authorized to use this material only for personal, non-commercial purposes. You may download, print and store copies of this material for your own personal, non-commercial use. The images of people or places displayed on the site are either the property of Top Dawg Aviation LLC or respective manufacturers. The uses of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted by these terms and conditions or specific permission provided elsewhere on the site. Any unauthorized use of these images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. Nothing contained on the site should be construed as granting, by implication or otherwise, any license or right to use any trademark or service mark displayed on the site without the written permission of Top Dawg Aviation LLC or any third party that may own the trademarks or service marks displayed on the site. Top Dawg Aviation LLC will aggressively enforce its intellectual property rights to the fullest extent of the law.

The following terms, domain names, topdawgaviation.com, topdawgrc.com, topdawgairplanes.com, topdawgaircraft.com, Top Dawg, Flydo are property and trademarks of Top Dawg Aviation LLC.

### All Rights Reserved.

No part of this website can be duplicated electronically in part or whole. All products and their respective trademarks are contained within this website are protected by the manufacturers of the products.

### Terms and Conditions of Access

1. Your access to and use of [www.topdawgaviation.com](http://www.topdawgaviation.com) are subject to the terms and conditions stated in this legal notice. If you do not agree to these terms, do not access or use the Top Dawg Aviation LLC site. These terms and conditions are subject to change from time to time without notice by updating or revising this legal notice. You are responsible for reviewing the Top Dawg Aviation LLC site for any modifications to these terms and conditions that may affect your rights or obligations. Any access or use after changes to these terms and conditions will constitute acceptance of the revised terms. Unless otherwise noted, all materials, including images, illustrations, designs, icons, photographs, video clips, and written and other materials that are part of this Site (collectively, the "Contents") are copyrights, trademarks, trade and/or other intellectual property owned, controlled, or licensed by Top Dawg Aviation LLC. The Site as a whole is protected by copyright and trade dress, all worldwide rights, titles, and interests in and to which are owned by Top Dawg Aviation LLC

2. Top Dawg Aviation LLC reserves the right to discontinue or change product specifications and prices without prior notice. Products are available while supplies last. Inadvertent errors in advertised prices are not binding on Top Dawg Aviation LLC website, and may be adjusted by Top Dawg Aviation LLC at any time.

3. Links to other Internet sites operated by third parties, including Top Dawg Aviation LLC vendors, do not constitute sponsorship, endorsement or approval by Top Dawg Aviation LLC of the content, policies or practices of such linked sites. Top Dawg Aviation LLC is not responsible for the availability, content, security, policies or practices of linked sites, including without limitation the accuracy of content on linked sites and the privacy

### **Privacy Policy**

Top Dawg Aviation LLC believes in protecting our customers' privacy. Therefore we do not lend, sell or rent mailing lists of our customers, so you never have to worry that your name, address, phone number and credit card information would ever be used outside of our business.

### **Security Policy**

At Top Dawg Aviation LLC your order is secured with the Secure Socket Layers (SSL) 128-bit encryption standard. Top Dawg Aviation LLC, Secure Sockets Layer Encryption software is the industry standard and among the best software available today for secure online commerce transactions. It encrypts all of your personal information, including credit card number, name, and address, so that it cannot be read as the information travels over the Internet.

### **Credit Cards**

We currently accept 4 major credit cards: Discover, American Express, MasterCard, and Visa. We must be able to verify your credit card, so the billing address you provide must match the address to which your credit card statements are sent. We also require the security code found on all major credit cards. If you are unable to

provide us with this information at checkout, your order may require extra processing time.

### **Credit Card Disputes / Chargeback's**

Please make sure you understand that the Chargeback process is very lengthy and expensive. Do not make a Chargeback unless you are 100% sure you did not purchase items from Top Dawg Aviation LLC. It's best to call Top Dawg Aviation LLC before making your dispute to your credit card company. Items purchased over the phone from Top Dawg Aviation LLC are completed using your Credit Card. Once the sale has been finalized Top Dawg Aviation LLC shall charge your card for the balance due and ship your items. On your Credit Card statement you will see Top Dawg Aviation as the business that made the charge for your items purchased. If you decide to decline the sale for any reason or as "Neither I nor anyone authorized by me made this charge" and have your credit card company do a charge back for items that you have purchased and items purchased by you are still in your possession. Top Dawg Aviation LLC will proceed with the following action(s).

Top Dawg Aviation LLC shall receive a written letter from the Chargeback Processing Center within 15 days.

Top Dawg Aviation LLC shall process a rebuttal for the Chargeback as "customer made phone or internet order and is still in possession of product(s)".

Top Dawg Aviation LLC shall fill out all paper work for the disputed charge the same day and fax to the Chargeback Processing Center with all corresponding invoice(s) and details of the sale.

Top Dawg Aviation LLC shall contact buyer to make the buyer aware that the charge back rebuttal process has begun.

Top Dawg Aviation LLC shall provide all information including forms and previous invoices at the customers request.

Once the Chargeback has been resolved and the customer is still in possession of the items sold. Top Dawg Aviation LLC shall impose a \$50 processing fee which is passed on directly from the Chargeback Center to us and then on to the customer.

Again, please make sure you understand that the Chargeback process is very lengthy and expensive. Not only for us but it can also be for you too.

### **Wire Transfer**

If you wish to pay via a Wire Transfer, we will be able to process your order immediately upon verification of payment. Please call us at (011) 1-832-477-4842 to schedule a wire transfer.

Please pay all bank fees separately. If your bank or an intermediary bank deducts your fees from our payment, we will not be able to ship your order until we receive the full order amount.

If you have any questions about wire transfers, call us at 832-477-4842 or outside the U.S. at (011) 1-832-477-4842, or by e-mail us at [support@topdawgaviation.com](mailto:support@topdawgaviation.com)

## **No Sales Tax**

Purchases made online with Topdawgaviation.com are always sales tax free. All Missouri residents must pay applicable sales tax but will enjoy a discounted shipping rate to offset sales tax.

## **Returns**

All exchanges/returns must be pre-approved by our Returns Department and you must obtain a return authorization number and return instructions before shipping items back. Please do not return any product to us without a Return Authorization number (RA#), as different products must be returned to different locations. Products returned to us without an RA # will incur an additional \$25 handling charge. You can request a return authorization via email to [returns@topdawgaviation.com](mailto:returns@topdawgaviation.com) within the first 30 days from the date of purchase.

**Unopened:** Unopened merchandise can be returned for a full refund less all shipping cost. This means that the merchandise must be in a factory sealed box with the seal unbroken. Shipping is non-refundable and All returns are subject to inspection before a refund is given.

**Opened:** Opened merchandise that can be returned for a store credit less a 15% restocking fee, providing merchandise is returned double boxed in its original factory carton, undamaged with Styrofoam, instruction manual and all included accessories. Certain products may have a restocking fee of more than 15%. This may or may not be indicated on the product page. You will be charged extra for any missing or damaged items upon return. Shipping is non-refundable, and items purchased originally with Free Shipping will have standard ground shipping fees deducted from the store credit. All returns are subject to inspection before store credit is given.

**Factory Defects:** We will repair or replace any warranty covered unit at our option within the first 30 days after return, if we determine it is defective in material and/or workmanship and in need of repair. If the unit cannot be repaired to correct warranty defects within 30 days of your return, we will ask the manufacturer to replace the unit or offer a comparable unit from our own stock. We have to see the unit first to determine if the problem(s) you are having are covered by the manufacturer's warranty or our return freight cost reimbursement. We will only reimburse you for ground shipping expense in the contiguous U.S. for authorized RA# returns on warranty repairs if returned within the first 30 days from the date of purchase. We do not accept COD returns.

**Customized Items:** Any item ordered with customized specifications cannot be returned. Customized items include, but are not limited to, special color schemes created specifically for the customer's needs.

## **Shipping Damage**

**UPS:** Please inspect your package when you receive it from the shipping carrier. If you notice any damage from shipping, please contact our Customer Service Department at [returns@topdawgaviation.com](mailto:returns@topdawgaviation.com) to report the damage. **DO NOT use the product.** You

must contact us within **5 business days**. Make sure that you keep all packaging (boxes, shipping labels, packing material, etc...), as the shipping carrier will come to inspect the package. Please also review [UPS' Terms & Conditions](#).

### **Cancellation Policy**

Because of our automated order processing system, orders are electronically approved and transmitted when you submit the order. As a result, there are no cancellations unless one of your items is on backorder. Changes cannot be made to your order once it is processed. If you want to add to your order, simply place a new order. Call us at 1-832-477-4842 or email us at [support@topdawgaviation.com](mailto:support@topdawgaviation.com) immediately for help if your order contains an error. If you decide to cancel a backordered item and it has already shipped, you must follow the returns procedures stated above.

### **Refusal of Shipment**

If you refuse a shipment you will be charged for shipping of the product both ways.

### **Shipping Policy**

#### **Availability**

If you see an add to cart button on the product page this means that the product is in stock and will ship the next business day after you place your order.

#### **Carriers**

We ship almost all of our packages via UPS. Sometimes, we do ship packages Fedex. We do not ship via USPS. We do not take requests for the shipping carrier. Please make sure that you give us an accurate street address that can be delivered to. Delivery quotes are for business days only. Shippers do not ship on Saturday or Sunday and do not count those days in quotes. The ship date is not counted in air quotes. For example, if it ships 2nd Day Air on Monday, it should arrive on Wednesday.

#### **APO/AEO**

Top Dawg Aviation LLC does ship to Military personnel using APO, AEO. Please e-mail us at [support@topdawgaviation.com](mailto:support@topdawgaviation.com) for a freight quote. Use APO/AEO and Freight Quote as the Subject Line.

To place an order using APO, AEO, use your "Home" address for the shipping address and then put your correct shipping address in the COMMENT BOX right before the PROCESS ORDER button. The order will be manually processed to the correct address.

We apologize that this takes several extra steps; however, we do wish to be able to accommodate your order. Please remember that APO shipments may take 4-6 weeks to arrive.

#### **Tracking Information**

We will email you a tracking number as soon as your order ships.

#### **International Orders**

We are happy to ship internationally to most countries. If the address you provide is

recognized by the UPS system, you will be provided with a shipping quote according to commercial carrier rate tables in the United States. If the shipping quote returns zero, then we will email you a shipping quote as soon as we manually calculate one for you. We, at Top Dawg Aviation LLC, do not know or have any control over customs, duty, brokerage fees, or any other additional fees that will be added by government agencies at time of delivery. We have no way of knowing what governments charge citizens of other countries beyond the actual shipping charges that we collect on our own invoices according to UPS rate tables.