

Terms of Use

Welcome to Pushstart LLC (“Pushstart,” “we,” “us,” or “our”). These Terms of Use (“Terms”) govern your access to and use of our website, products, and related services (“Services”).

By engaging in a consultation, purchasing a simulator, or using our website, you agree to these Terms and our Privacy Policy. If you do not agree, please discontinue use immediately.

1. Company Information

Pushstart LLC

Austin & Houston, Texas USA

 support@pushstartsims.com

 www.pushstartsims.com

2. Eligibility and Account Registration

Pushstart systems are available to individuals at least 18 years of age who can legally enter into binding contracts.

Following your **one-on-one consultation** and once your **payment has been processed**, you will be **invited to create a Pushstart account**. This account allows you to securely track order progress, delivery milestones, and access **24/7 support resources** related to your simulator.

You agree to:

- Provide accurate and complete information during registration;
- Maintain the confidentiality of your credentials; and
- Use your account solely for legitimate purposes related to your Pushstart purchase.

Pushstart is not liable for unauthorized account access or use.

3. Product Information and Sales Process

Pushstart designs, builds, and delivers **bespoke flight and racing simulators** and other custom computer systems for homes & businesses. Each simulator is individually configured through a one-on-one consultation with our experts.

After your consultation:

1. A **formal Purchase Agreement** is signed, detailing specifications, pricing, and payment terms.
2. Upon delivery and installation, a **Proof of Delivery Contract** is signed to confirm receipt, inspection, and acceptance.

These signed documents **typically form the complete purchase record** and govern the transaction. Pushstart reserves the right to correct typographical errors, update specifications, or modify pricing in any print or digital format without prior notice.

4. Orders and Payments

All orders are subject to acceptance and availability.

We accept payment via:

- **Intuit QuickBooks Payments** (credit/debit or electronic transfer);
- **ACH bank transfer**; or
- **Direct wire transfer**.

Pushstart does **not** store or process credit card, ACH, or wire information on its servers. All transactions are handled securely through QuickBooks or your financial institution.

A purchase becomes final when payment clears, after which production begins.

5. Consultation Fees and Refund Policy

All consultations with Pushstart are billed as professional design and planning services. **Consultation fees are non-refundable** except as their (U.S.) dollar amount **credit toward a final simulator purchase within six (6) months** of your original consultation date.

If a simulator purchase is not made within that period, the consultation credit expires and remains non-refundable & non-redeemable. Once a simulator purchase is made and payment is processed, **all sales are final — no cancellations, returns, or refunds are permitted** except where required by law.

Customers must confirm all specifications and design details during consultation and prior to signing their Purchase Agreement. We DO NOT typically ask for payment outside of any applicable consultation fees until after you have signed your purchase Agreement.

6. Delivery and Proof of Acceptance

Delivery and installation are scheduled upon completion of production. Customers must sign a **Proof of Delivery Contract** confirming installation, inspection, and acceptance of their system.

Once the Proof of Delivery Contract is signed and / or the system has left our facility, Pushstart's obligations are fully satisfied.

All shipments originate from our manufacturing facility in Austin, Texas. Title and risk of loss transfer to the buyer once the system is delivered to the carrier (FOB origin).

7. Warranties and Manufacturer Support

Pushstart LLC provides **no express or implied warranties** of any kind.

All components and parts are covered exclusively by their **original manufacturer warranties**, if applicable. Pushstart assists customers in coordinating warranty claims directly with those manufacturers but does **not** assume or extend any warranty obligations itself.

Pushstart disclaims all implied warranties, including merchantability, fitness for a particular purpose, and non-infringement.

8. Intellectual Property

All content, product designs, images, software, and written materials displayed on the Pushstart website are the intellectual property of **Pushstart LLC or its partners in good faith**.

Trademarks for Pushstart LLC are pending as of November 2nd, 2025.

All other product or company names, logos, and trademarks appearing on our website are the property of their respective owners and are used for identification purposes only.

You may not copy, reproduce, or distribute any materials without prior written consent.

9. Client Privacy and Nondisclosure Agreements (NDAs)

Pushstart values the privacy of every client and the confidentiality of their projects. We are willing to enter into most **standard nondisclosure agreements (NDAs)** upon request to protect client privacy and proprietary information throughout the consultation, purchase, delivery, and installation process.

Any NDA entered into will coexist with these Terms, and where conflicts arise, the NDA's confidentiality provisions shall prevail for covered information.

10. Acceptable Use

You agree not to:

- Engage in unlawful, fraudulent, or harmful activity;
- Interfere with or attempt to breach website security;
- Scrape, copy, or reverse-engineer site content; or
- Misrepresent your affiliation with Pushstart.

Pushstart may suspend or terminate access to anyone violating these Terms.

11. Limitation of Liability

To the fullest extent permitted by law, Pushstart LLC, its affiliates, officers, and employees are not liable for:

- Indirect, incidental, or consequential damages;
- Loss of profits, data, or goodwill; or
- Any damages exceeding the total purchase price paid for the applicable simulator.

This limitation applies even if Pushstart was advised of the possibility of such damages.

12. Indemnification

You agree to indemnify and hold harmless Pushstart LLC, its affiliates, and representatives from any claims, damages, or expenses (including attorney fees) arising out of your misuse of the website or breach of these Terms.

13. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Texas, without regard to conflict-of-law principles.

Any dispute, claim, or controversy arising out of or relating to these Terms, or the use of Pushstart LLC's website, products, or services, **shall not give rise to any right of legal action, claim, or recourse** against Pushstart LLC or its affiliates. **To the fullest extent permitted by law, all such rights are expressly and irrevocably waived.**

Only where and to the extent mediation is expressly required by applicable law, any such dispute shall be resolved **exclusively through binding mediation** administered by an **independent third-party mediator** mutually verified and agreed upon by all involved parties, and conducted in Travis County, Texas. The outcome of such mediation shall be **final, binding, and non-appealable**.

In the event of any dispute, claim, or attempted legal action, **all costs and expenses shall be borne entirely by the other party**, including but not limited to mediation fees, administrative costs, court costs, and **all legal fees incurred by both Pushstart LLC and the other party**, regardless of outcome.

By accessing, using, or purchasing through Pushstart LLC's website, products, or services, **you expressly and irrevocably waive any and all rights to pursue litigation, arbitration, claims, demands, lawsuits, or other legal recourse of any kind**, whether in law or equity, whether known or unknown, **except solely where mediation is required by applicable law**.

14. Termination

Pushstart may suspend or terminate website or account access for violations of these Terms or unlawful activity. Sections concerning intellectual property, limitations of liability, and warranty disclaimers shall survive termination.

15. Changes to These Terms

We may update these Terms periodically. Updates will be posted with a revised "Last Updated" date. Continued use of our website or Services constitutes acceptance of any updates.

By using our website, products or services, you acknowledge that you have read, understood, and agree to these Terms of Use.