

Terms of Use

1. Acceptance of the Terms of Use

1.1 Printfection, LLC (herein referred to as “**Printfection**,” “**we**,” “**us**” or “**our**”) owns and operates certain web sites, including www.printfection.com and other affiliated websites (the “**Web Sites**”) and makes available other marketing and promotional services, fulfillment of promotional items, and promotional item administration through Printfection’s proprietary promotional item management software platform (the “**Platform**”) (collectively, such items and services with the Platform, the “**Printfection Services**”). Use of the Web Sites and Printfection Services is subject to the terms and conditions contained in this Terms of Use Agreement, as amended from time to time (these “**Terms of Use**” or “**Agreement**”). By accessing, browsing, or otherwise using the Printfection Web Sites or Services, you acknowledge that you have read, understood, and agree to be bound by this Agreement. Please read these Terms of Use carefully before you start or authorize any users under your account to use the Printfection Services. By using the Printfection Services, you represent you are at least 18 years of age and agree to be bound by these Terms of Use on behalf of yourself and any authorized users. If you do not agree to these Terms of Use, you must not access, use or authorize use of the Printfection Services or the Web Sites. Please check these Terms of Use periodically for changes as every term in this agreement is subject to amendment. We reserve the right to change these Terms of Use at any time; provided however, you have the right to reject such amendment or cancel the contract without cost, penalty or cancellation by sending the company a notice to that effect no later than 30 days following such amendment. Your continued use of the Printfection Services following this 30 day period means that you agree to such changes.

1.2 Additional Terms. When using the Printfection Services, you will be subject to, and agree to be bound by, any additional terms applicable to such Printfection Services that may be posted on the Printfection Services or Web Sites from time to time, including without limitation, Printfection’s [Privacy Policy](#) (the “**Privacy Policy**”), additional terms and conditions with respect to your use of a specific Printfection Service (as indicated by separate agreement), and any additional terms and conditions. If there is a conflict between these terms and the additional terms, the additional terms will control for the conflict.

1.3 ARBITRATION. SECTION 10 OF THIS AGREEMENT CONTAINS AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (A) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST PRINTFECTION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (B) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

2. Printfection Services

2.1 General. The Printfection Services are designed to offer organizations or individuals who register to use such services to order promotional items, manage their promotional items, or fulfill their promotional items (“**Customers**”), and organizations or individuals who receive promotional items through our services (“**Recipients**”), (collectively, Customers and Recipients are referred to herein as “**Users**”).

2.2 Registration; Age Restrictions. You may be required to register with Printfection in order to access and use certain Printfection Services. If you choose to register for the Printfection Services, you agree to provide and maintain true, accurate, current, and complete information about yourself. You are responsible for maintaining the confidentiality of your account and password, if any, and are fully responsible for any and all activities that occur within your account. You agree to (a) immediately notify Printfection of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you logout from your account at the end of each session when accessing the Printfection Services. Printfection will not be liable for any loss or damage arising from your failure to comply with this Section. Registration data and certain other information about you are governed by the Privacy Policy. If you are under 13 years of age, with or without registering, you are not authorized to

use the Printfection Services. In addition, if you are under 18 years old, with or without registering, you may use the Printfection Services only with the approval of your parent or guardian.

2.3 Changes to Printfection Services. Printfection reserves the right to modify, suspend, or discontinue the Printfection Services (or any part thereof) with or without notice. You agree that Printfection will not be liable to you or any third-party for any modification, suspension, or discontinuance of the Printfection Services (or any part thereof).

3. Restrictions on Use of Printfection Services and Web Sites

3.1 Restrictions. Unless otherwise expressly authorized within the Printfection Services or by Printfection, you agree to not display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer, or upload for any commercial purposes, any content of the Platform or the Web Sites. Unless otherwise expressly agreed by Printfection, the Printfection Services are for your personal use. Nothing stated or implied on the Platform or Web Sites confers on you any license or right under any copyright, trademark, or other intellectual property right of Printfection or any third party.

3.2 You agree not to:

- (a) take any action that imposes an unreasonable load on the infrastructure of the Web Sites or the Printfection Services;
- (b) use any device, software, or routine to interfere or attempt to interfere with the proper working of the Web Sites or Printfection Services or any activity being conducted on the Web Sites or Printfection Services;
- (c) attempt to decipher, decompile, disassemble, or reverse engineer any of the software comprising or making up the Web Sites or Printfection Services;
- (d) delete or alter any material posted on the Web Sites or Printfection Services by Printfection or any other person or entity; or
- (e) frame or link to any of the materials or information available on the Web Sites or Printfection Services.

3.3 You agree to not use the Web Sites or Printfection Services to:

- (a) submit or distribute any data or content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, or ethnically or otherwise objectionable; or (vii) in our sole judgment is objectionable or which restricts or inhibits any other person from using or enjoying the Printfection Services, or which may expose Printfection or its Users to any harm or liability of any type;
- (b) interfere with or disrupt, or attempt to interfere or disrupt, the Web Sites or Printfection Services, any service to any User, host, or network, including without limitation, by way of submitting a virus to, overloading, "flooding," "spamming," "mailbombing," or "crashing," the Web Sites or Printfection Services;
- (c) forge any TCP/IP packet header or any part of the header information in any e-mail or posting;
- (d) violate any applicable local, state, national, or international law, or any regulations having the force of law;
- (e) impersonate any person or entity;
- (f) falsely state or otherwise misrepresent your affiliation with a person or entity, including our Customers;
- (g) solicit personal information from anyone, send invitations to use the Web Sites or Printfection Services to individuals under the age of 18, or send unsolicited e-mail, including any promotions and/or advertising;

- (h) harvest or collect email addresses or other contact information of Users of Web Sites or Printfection Services by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- (i) advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- (j) further or promote any criminal activity or enterprise;
- (k) delete or revise any material or other information of any other User or Printfection;
- (l) use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the Web Sites or Printfection Services other than the search engine and search agents available from Printfection on the Web Sites or Printfection Services and other than generally available third party web browsers;
- (m) use any computer code, data mining software, "robot," "bot," "spider," "scraper," or other automatic device, or program, algorithm, or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the Web Sites pages, data or content found on or accessed through the Web Sites or Printfection Services. Violations of system or network security may result in civil or criminal liability. Printfection will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

Printfection reserves the right to review postings on its Web Sites and Printfection Services, to remove any postings and to terminate your ability to post to the Web Sites or Printfection Services at any time and without notice, in its sole discretion. Printfection also reserves the right to disclose any information necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or remove any information or materials, in whole or in part. You represent and warrant that you use frequently updated, commercially standard virus protection software to ensure that the system you use to access the Web Sites or Printfection Services is virus free.

3.4 External Sites. The Web Sites may contain links to third-party web sites ("**External Sites**"). These links are provided solely as a convenience to you and not as a referral or endorsement by us of any other entity or the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites.

We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of any materials on such External Sites. You should take precautions when downloading files from all web sites to protect your computer from viruses and other destructive programs. If you decide to access any External Sites, you do so at your own risk.

4. Content; Intellectual Property Rights

4.1 Content. The Printfection Services contain material, including but not limited to software, text, graphics, and images (collectively referred to as the "**Content**"). We may own the Content or portions of the Content may be made available to us through arrangements that we have with third-parties, including our Customers. The Content is protected by U.S. and foreign intellectual property laws. Unauthorized use of the Content may result in violation of copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use, copy, or display the Content except as permitted under this Agreement. No other use is permitted without our prior written consent. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of any Content on any other web site or in a networked computer environment for any purpose is expressly prohibited. If you violate any part of this Agreement, your right to access and/or use the Content and Printfection Services shall automatically terminate and you shall immediately destroy any copies of the Content you have made.

4.2 Trademarks. The trademarks, service marks, logos, and design of Printfection (the "**Printfection Trademarks**") used and displayed on the Printfection Services are registered and unregistered trademarks or service marks of Printfection. Other company, product, and service names located on the Printfection Services may be trademarks or service marks owned by third-parties (collectively with the Printfection Trademarks, the "**Trademarks**"). Nothing on the Printfection Services or in this Agreement should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Printfection Services without the prior written consent of Printfection specific for each such use. The

Trademarks may not be used to disparage Printfection or the applicable third-party, Printfection's or a third-party's products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. Use of any Trademarks as part of a link to or from any web site is prohibited without Printfection's prior written consent. All goodwill generated from the use of any Printfection Trademark shall inure to Printfection's benefit. Certain elements of the Printfection Services are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors, except as otherwise expressly permitted by Section 4.1 of the Agreement. None of the Content may be retransmitted without the express written consent from Printfection for each and every instance.

4.3 Confidentiality. We will use and protect your personal information pursuant to the Privacy Policy. You agree not to reveal or disclose any of Printfection's confidential information, which includes non-public information related to Printfection's software, documentation or information related to pricing, discounts, this Agreement, errors in the Printfection Services and other competitive or proprietary data (i.e., business, technical or financial information) or information a reasonable person would conclude is confidential, without Printfection's written consent. Subject to any applicable terms and conditions set forth in this Agreement or any other agreement entered into with Printfection, any other communication or material that you send to us through Printfection Services, such as any questions, comments, suggestions or the like, is and will be deemed to be non-confidential and we will have no obligation of any kind with respect to such information. We will be free to use any ideas, concepts, know-how or techniques contained in such communication for any purpose whatsoever, including but not limited to, developing, manufacturing and marketing products.

4.4 Use of Submissions and Feedback. Should you submit to Printfection any feedback, questions, comments, suggestions, or the like, in whatever form, regarding the content of the Web Sites, such information will be deemed to be non-confidential. We will have no obligation of any kind with respect to such information and will be free to reproduce, use, disclose, and distribute the information to others without limitation. We will be free to use any ideas, concepts, know-how, or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing, and marketing products incorporating such information. You hereby grant us a license for such use.

4.5 User Content. You are solely responsible for all information, pictures, trademarks, service marks, logos, data, text, messages, images or other materials that you submit or email to us directly or via the Printfection Services ("**User Content**"). Printfection reserves the right to investigate and take appropriate legal action against anyone who, in Printfection's sole discretion, violates this provision, including without limitation, removing content from the Web Site, suspending or terminating the account of such violators, and reporting you to the law enforcement authorities.

(a) Without limiting the restrictions in these Terms of Use, you agree not to transmit, distribute, post, submit, communicate or store information or other material on, to, or through the Printfection Services or Web Sites that: (i) infringes any intellectual property or other proprietary rights of any party; (ii) is copyrighted, unless you are the copyright owner; (iii) reveals trade secrets, unless you own them; (iv) infringes or violates the privacy or publicity rights of others; (v) is obscene, defamatory, threatening, harassing, abusive, hateful, slanderous, or embarrassing to any other person or entity as determined by Printfection in its sole discretion; (vi) is sexually explicit; (vii) constitutes advertisements or solicitations of business, surveys, contests, chain letters, or pyramid schemes; (viii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (ix) poses or creates a privacy or security risk to any person; (x) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, or ethnically or otherwise objectionable; or (xi) in our sole judgment is objectionable or which restricts or inhibits any other person from using or enjoying the Printfection Services, or which may expose Printfection or its Users to any harm or liability of any type.

(b) Users agree and warrant to the following terms in connection with registering with use of the Web Sites and Printfection Services and understand that Printfection and third party users of the Web Sites and Printfection may rely on these agreements and warranties in connection with the Printfection Services and Web Sites: (i) except as expressly set forth in connection with the license terms established by the User, with respect to User Content submitted to Printfection, each User represents and warrants that they own or have all necessary and unencumbered right to all rights, title and interest in and to the User Content, including all patent, copyright, trademark, service mark, mask work, moral right, trade secret or other intellectual property or proprietary rights therein; and (ii) Users are solely responsible for ensuring compliance with these Terms of Use and all User Content shall comply with the restrictions set forth herein.

4.6 License to User Content. By submitting any User Content, you hereby grant and will grant Printfection, its affiliated

companies, and its partners, suppliers, and vendors a nonexclusive, worldwide, royalty-free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use such User Content in connection with the operation of the Printfection Services or the promotion, advertising, or marketing thereof, in any form, medium, or technology now known or later developed.

4.7 Preservation, Disclosure, and Removal of User Content. You acknowledge and agree that Printfection may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce this Agreement; (c) respond to claims that any User Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Printfection, our Users of the Printfection Services, and the general public. You understand that the technical processing and transmission of the Printfection Services, including your content, may involve transmissions over various networks and changes to conform and adapt to the technical requirements of connecting networks or devices. In addition, Printfection has the sole right to remove any User Content from the Printfection Services that it believes in its sole discretion is in violation of this Agreement or is otherwise inappropriate in any way.

4.8 No Liability for Customer Content. Under no circumstances will Printfection be liable in any way for any content submitted by Customers or other third-parties or at the direction of Users of the Printfection Services, including, but not limited to, for any errors or omissions in any User Content, or for any loss or damage of any kind incurred as a result of the use of any content submitted via the Printfection Services or emailed to Printfection. You acknowledge that Printfection may not pre-screen content, but that Printfection and its designees will have, in their sole discretion, the right (but not the obligation) to refuse or remove any content that is available via the Printfection Services. You agree that you must evaluate, and bear all risks associated with, the use of any data or content, including any reliance on the accuracy, completeness, or usefulness of such content.

4.9 During the term of this Agreement, Printfection grants you a non-exclusive, non-transferable, non-sublicensable, revocable and limited right to access and use Printfection Services and any documentation made available to you by Printfection solely for purposes of your personal use of Printfection Services in accordance with the terms of this Agreement. These Printfection Services are limited to Users in the United States as applicable based on the product and services description. Printfection Services are enabled by technology, software and certain content delivered electronically. You will not lease, loan, sublicense, distribute, or otherwise provide others access to or with any aspect of Printfection Services except to an authorized user. Except for the limited license and use rights expressly granted to you under this Agreement, all title to and the rights in Printfection Services, including ownership rights to patents (registrations, renewals, and pending applications), copyrights, trademarks, trade secrets, Printfection's or third party hardware, other technology, any derivatives of and all goodwill associated with the foregoing is the exclusive property of Printfection and/or the applicable third party.

4.10 Copyright and the DMCA. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe material appearing on the Internet infringes their rights under U.S. copyright law. If in good faith you believe material on the Printfection Services infringe your copyright, you (or your agent) may send us a notice requesting the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on our Web Sites or our services; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.copyright.gov> for details. DMCA Notices and counter notices with respect to the Web Sites should be sent to Printfection at:

By Mail:

Printfection LLC

3700 Quebec St Unit 100-136

Denver, CO 80207

By Email: privacy@printfection.com

Printfection, in its sole discretion, may limit or terminate access to the Printfection Services for Users who are deemed to be repeat infringers. Printfection may also in its sole discretion limit or prevent access to the Printfection Services by any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

5. Limitation of Liability and Disclaimer of Warranties

5.1 PRINTFECTION, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS (COLLECTIVELY, THE "PRINTFECTION PARTIES") MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENT, THE WEB SITES OR THE PRINTFECTION SERVICES, INCLUDING BUT NOT LIMITED TO ITS ACCURACY, COMPLETENESS, TIMELINESS, OR RELIABILITY. THE PRINTFECTION PARTIES SHALL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY, OR COMPLETENESS OF THE CONTENT OR ANY OTHER INFORMATION CONVEYED TO THE USER OR FOR ERRORS, MISTAKES, OR OMISSIONS THEREIN OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE. YOU AGREE THAT YOUR USE OF THE PRINTFECTION SERVICES, WEB SITES AND THE CONTENT IS AT YOUR OWN RISK.

THE PRINTFECTION PARTIES DO NOT WARRANT THE PRINTFECTION SERVICES WILL OPERATE ERROR FREE OR THAT THE PRINTFECTION SERVICES, THEIR SERVERS, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE PRINTFECTION SERVICES OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, NO PRINTFECTION PARTY SHALL BE RESPONSIBLE FOR THOSE COSTS.

EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THESE TERMS, OUR PRODUCTS AND SERVICES, INCLUDING ALL MATERIALS INCORPORATED THEREIN, ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, PRINTFECTION, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES AND AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. CERTAIN APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. NO STATEMENT OF PRINTFECTION OR ANY OF ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES AND AFFILIATES SHALL CREATE ANY WARRANTY OTHER THAN THOSE EXPRESSLY CONTAINED IN THESE TERMS.

THE ITEMS RECEIVED BY CUSTOMER AND RECIPIENTS CONTAIN NO WARRANTY AND PRINTFECTION IS NOT LIABLE FOR ANY DEFECTIVE OR HARMFUL ITEMS, AND DISCLAIMS ANY LIABILITY TO ANY HARM CAUSED BY SUCH ITEMS WHETHER DEFECTIVE OR NOT. ALL ITEMS ARE PROVIDED ON AN "AS IS" AND "WHERE IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND.

5.2 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE PRINTFECTION PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, PROFITS, USE OR DATA), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF THE PRINTFECTION PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATING IN ANY WAY TO OUR PROVISION OF (OR FAILURE TO PROVIDE) PRODUCTS OR SERVICES, OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR SUBMISSIONS OR DATA, EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. THE PRINTFECTION PARTIES WILL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY CONTENT UPLOADED BY YOU. YOUR SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS IS TO OBTAIN A REFUND, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH SERVICES IS TO STOP USING THE SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF THE PRINTFECTION PARTIES ARISING OUT OF OR RELATING IN ANY WAY TO OUR PROVISION OF (OR FAILURE TO PROVIDE) PRODUCTS OR SERVICES SHALL BE THE ACTUAL PRICE PAID THEREFORE BY YOU. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR

LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR CERTAIN OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

5.3 Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. IN SUCH STATES, THE LIABILITY OF THE PRINTFECTION PARTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

5.4 If you are a Recipient of items (whether redeemed through a link or sent by a Printfection Customer) Printfection does not guarantee the quality or safety of items, the availability of any items or that any particular giveaway will be active when you attempt to redeem a link. Furthermore, Printfection does not guarantee the ability to redeem an item just because you may have received a link to redeem items. Printfection has no obligation to ship a redeemed item if the Customer cancels the order or cancels the inventory used for that order. Printfection has no obligation to replace an item sent to you at the direction of a Customer or in the event of a redemption if a shipment is incorrect, lost or stolen. If a Printfection Customer sends an item to you without your consent, Printfection disclaims any responsibility for such sent item, including but not limited to any duties or taxes due, and encourages you to contact the Customer that sent you such item.

6. Indemnification

You agree to defend, indemnify, and hold harmless Printfection Parties from and against any claims, causes of action, liabilities, damages, losses, expenses and costs (including, without limitation, attorneys' fees) that arise directly or indirectly out of or from: (i) your violation of these Terms of Use, any other agreement or terms of use with us, any representation or warranty contained herein or therein or any applicable law; (ii) your User Content; (iii) your activities in connection with obtaining any products or services from us, or (iv) any activity related to access to or use of your account by you or any other person. Printfection shall provide notice to you of any such claim, suit, or proceeding. Printfection reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Printfection's defense of such matter.

7. Term and Termination of the Agreement

7.1 The term of this Agreement will begin upon your first use of any Web Sites or Printfection Services and will continue until you cease using the Web Sites and/or Printfection Services unless a term is otherwise set forth in the registration. For those Printfection Services subject to a limited term, this Agreement will automatically renew for successive equivalent terms unless terminated by either party as permitted herein.

7.2 Printfection reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Printfection Services or the Content at any time and for any reason without prior notice or liability. Printfection reserves the right to change, suspend, or discontinue all or any part of the Printfection Services or the Content at any time without prior notice or liability.

7.3 Sections 2 (Printfection Services), 3 (Content; Intellectual Property Rights), 4 (Content; Intellectual Property Rights), 5 (Limitation of Liability and Warranty), 6 (Indemnification), 10 (Dispute Resolution By Binding Arbitration), and 11 (Miscellaneous) shall survive the termination of this Agreement.

8. User Must Comply with Applicable Laws

8.1 The Web Sites are hosted with industry standard third party providers based in the United States. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Web Sites or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

8.2 The United States controls the export of products and information. You expressly agree to comply with such restrictions and not to export or re-export any of the Content to countries or persons prohibited under the export control laws. By downloading the Content, you are expressly agreeing that you are not in a country where such export is prohibited or are a person or entity for which such export is prohibited. You are solely responsible for compliance with the laws of your specific jurisdiction regarding the import, export, or re-export of the Content.

9. U.S. Government Restricted Rights

The Content is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the Government is subject to the restrictions contained in 48 CFR 52.227-19 and 48 CFR 252.227-7013 et seq. or its successor. Use of the Web Sites or Content by the Government constitutes acknowledgement of our proprietary rights in the Web Sites and Content.

10. Dispute Resolution By Binding Arbitration

10.1 PLEASE READ THIS SECTION 10 CAREFULLY AS IT AFFECTS YOUR RIGHTS.

10.2 Agreement to Arbitrate. This Section 10 is referred to as the "**Arbitration Agreement**." You agree that any and all disputes or claims that have arisen or may arise between you and Printfection, whether relating to this Agreement (including any alleged breach thereof), the Printfection Services, any advertising, any aspect of the relationship between us, or otherwise, shall be resolved exclusively through final and binding arbitration, rather than a court in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement, you and Printfection are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury.

10.3 Prohibition of Class and Representative Actions and Non-Individualized Relief. ANY DISPUTE, WHETHER IN ARBITRATION, IN COURT, OR OTHERWISE, WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. PRINTFECTION AND YOU AGREE THAT NO PARTY WILL HAVE THE RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED AS A CLASS ACTION, A PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER ARBITRATION OR PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ANY SUCH ARBITRATION OR PROCEEDING. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). Pre-Arbitration Dispute Resolution. Printfection is always interested in resolving any disputes amicably and efficiently, and most User concerns regarding the Web Sites or Printfection Services can be resolved quickly and to the User's satisfaction by emailing support@printfection.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("**Notice**"). The Notice to Printfection should be sent to Printfection LLC, 3700 Quebec St Unit 100-136, Denver, CO 80207 ("**Notice Address**"). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought. If Printfection and you do not resolve the claim within ninety (90) calendar days after the Notice is received in hand, you or Printfection may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Printfection or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Printfection is entitled.

10.4 Arbitration Procedures. You agree that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the Web Sites or the Printfection Services provided to you will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("**AAA**") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (2) this arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("**FAA**"), 9 U.S.C. §§ 1-16; (3) the arbitration will be held at the AAA regional office nearest Printfection;

(4) the arbitrator's decision will be controlled by the terms and conditions of this Agreement; (5) the arbitrator will apply Colorado law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (6) there will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the arbitrator will not have the power to award punitive damages against any party; (8) In the event that the administrative fees and deposits you are required to pay under the AAA rules exceed \$125, and you are unable to pay the additional fees and deposits, Printfection retains the right to forward them to the AAA on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Printfection retains the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) If any part of this arbitration provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this arbitration provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

10.5 Confidentiality. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

10.6 Severability. If a court decides that any term or provision of this Arbitration Agreement other than Section 10.3 above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court decides that any provision in Section 10.3 is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of this Agreement will continue to apply.

10.7 Future Changes to Arbitration Agreement. Notwithstanding any provision in this Agreement to the contrary, Printfection agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a User of the Printfection Services it shall post a change notice or an updated agreement to the Web Sites.

10.8 You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class action basis, and that you have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph. This binding arbitration provision and class action waiver does not apply outside of the United States.

11. Miscellaneous

Subject to Section 10 above, this Agreement is governed by the internal substantive laws of the State of Colorado, without respect to its conflict of laws provisions. Failure of Printfection to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against Printfection unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by Printfection and you, this Agreement, the Privacy Policy, and, if applicable, the [Master Service Agreement](#) constitute the entire Agreement between you and Printfection with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees. Any information submitted or provided by you to through the Printfection Services might be publicly accessible. Important and private information should be protected by you. Printfection is not liable for protection of privacy of electronic mail or other information transferred through the Internet or any other network that you may use.