

# Sign Specialist Terms Of Service

## TERMS OF SERVICE AGREEMENT

We provide service to you, subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice. By accessing any page on this site, you agree to be irrevocably bound by these terms and conditions.

Attention trademark and copyright attorneys representing others' intellectual property: Incredible as it may seem, there are those engaged in the intellectual property profession who are unaware of how the nearly \$40 billion commercial printing and ad specialty industries have been servicing virtually every company's commercial printing and advertising needs for over 10 decades.

You are hereby notified: We are a commercial printer, advertising, and specialty products company. We offer to manufacture or provide hundreds of digital, screen printing, and vinyl advertising products on demand for any company or organization. We do not stock any products; we only produce custom orders at the request of those who are authorized. We operate under the \$39 billion industry-standard guidelines of the Advertising Specialty Products and Commercial Printer Industries. We are not associated with any company and have no interest in joining any licensing, affiliation, or sponsorship programs you have or offer. The authority for any company (commercial printer or otherwise) to produce trademarks, logos and copyrighted materials for advertising and promotional products is given to them by, among others, the registrant, licensees, dealers, resellers, charity organizers, sponsorship recipients and other written or implied licenses.

### I. Use Of Service

We currently provide our customers with access to instant quoting, design online and other printing resources (collectively, the "Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current Service, shall be subject to these TOS. You understand and agree that the Service is provided "AS-IS" and that we assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user communication, design, graphic, or photo that you or any other person customizes or supplies.

### II. Design Shop Graphics

Graphics used in the design online tools may be used on any printed product for individual, internal or promotional non-commercial purposes only. For example, you may use the design online tool to design a label, such as an asset tag, for your personal (or your company's) use, however you may not then re-sell the asset tags commercially. If you have any questions regarding the use of the design online tools, please contact us directly as shown below.

### III. Fonts

The typefaces on final printed products are graphic representations of the original fonts that appear on your screen. As these technically exist only on our servers, it is not possible to download these typefaces.

### IV. Personal data

In consideration of your use of the Service, you agree to provide true accurate, current and complete information about yourself as prompted by the Service's registration form or similar query ("Personal Data"). Failure to provide accurate information or giving false information is a violation of our Terms of Service. Personal Data and certain other information about you is subject to our Privacy Policy. For more information, please see our full privacy policy.

### V. Customer Content

You understand that all information, data, text, photographs, graphics, messages or other materials ("Content") are the sole responsibility of the person from which such Content originated. This means that you, and not us, are entirely responsible for all Content that you send, upload, post, request or otherwise transmit via the Service. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. You agree to not use the Service to send, upload, post or otherwise transmit any Content that contains (i) child pornography or anything indecent, obscene, lewd, lascivious, filthy or vile; (ii) a threat to kidnap or injure a person, a threat to injure the personal property or reputation of another person, a threat to accuse any person of a crime, a threat to inform another that a person has violated any law of the United States, or a threat of blackmail; (iii) any matter advocating or urging treason, insurrection, or forcible resistance to any law of the United States; (iv) any defamatory remarks directed at any other person or company; or (v) any content that infringes the intellectual property rights or other proprietary rights of ours or any third party. We do not control the Content posted by Customers and we do not guarantee the accuracy, integrity or quality of the Content. Under no circumstances will we be liable to you in any way for any Content you may be exposed to that you may find offensive, indecent or objectionable. You understand that you control the privacy of any Content you elect to post by granting access under your personal password. When you, or someone to whom you have given access, orders a print item using your password, you grant us the world-wide, royalty free and non-exclusive license to use, reproduce, sublicense, modify, adapt, publish, display and create derivative works from the Content on the Service and on the printed product for the purposes of storing designs or processing print orders. This license exists only for the length of time necessary for us to complete your order or until you delete the Content from the Service. You acknowledge that we do not pre-screen Content, but that we shall have the right (but not the obligation) in our sole discretion to remove any Content that violates the TOS or may otherwise be objectionable. You further acknowledge and agree that we may preserve Content and may also disclose 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; (b) enforce the TOS; (c) respond to claims that the Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of our business, our customers and the public.

#### VI. Indemnity

You agree to indemnify and hold us, and our subsidiaries, affiliates, officers, agents, co-branders, print vendors, business partners, employees, successors or assigns harmless from any claim or demand, including reasonable attorneys' fees, made by you, an agent of yours, or any third party due to or arising out of Content you submit, post to or transmit through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of the rights of a third party. You further agree to reimburse us for all expenses resulting from any such claims or demands.

#### VII. No Resale Of Service

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

#### VIII. General Practices Regarding Use And Storage

You acknowledge that we may establish general practices and limits concerning your use of the Service, including without limitation the maximum number of days that designs or other uploaded Content will be retained by the Service, the maximum size of any Content that may be uploaded on the Service, and the maximum disk space that will be allotted on our servers for Customer use. You agree that we have no responsibility or liability for the deletion or failure to store any Content maintained or transmitted to the Service. You acknowledge that we reserve the right to delete Content stored on the Service which is inactive for an extended period of time. You further acknowledge that we reserve the right to change our general practices and limits at any time, in its sole discretion, with or without notice to you.

#### IX. Modification Or Termination To Service

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice to you. You agree that at our sole discretion, may terminate your password, account (or any part thereof) or your use of the Service, and remove and discard any Content for any reason, including, without limitation, for lack of use or if we believe that you have violated or acted inconsistently with the letter or spirit of the TOS. We may also at our sole discretion, and at any time, discontinue providing the Service, or any part thereof, with or without notice to you. You agree that we shall not be liable to you for any loss or damage you may suffer due to any modification, suspension, termination or discontinuance of the Service.

#### X. Dealings With Third Parties

Your correspondence or business dealings with, or participation in promotions of, any third parties found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that we shall not be responsible or liable for any loss or damage of any sort incurred by you as the result of any such dealings or as the result of the presence of such third parties on the Service.

#### XI. Links

From time to time, you may find, links to third party websites from the Service. You acknowledge your understanding that your access to and use of any third party website will be governed by the terms and conditions belonging to such third party. We do not endorse and we are not responsible for your use of or exposure to any content, advertising, products, or other materials found at or available from these websites. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss you may suffer or allege to suffer in connection with your use of or reliance upon any content, goods or services available on or through any third party website.

#### XII. Disclaimer Of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. The service is provided on an "as is" and "as available" basis. We expressly disclaims 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. (B) we make no warranty that (i) the service will meet your requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, and (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations. (C) no advice or information, whether oral or written, obtained by you from us or through the use of the service shall create any warranty not expressly stated in the TOS.

#### XIII. Limitation Of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE AND OUR AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, VENDORS OR OTHER BUSINESS PARTNERS, SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) YOUR USE OR INABILITY TO USE THE SERVICE; (ii) YOUR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

#### XIV. Trademark Information

Our company name and web site address are our trademarks. You shall not display or use them in any manner without our prior written permission. All other brand and product names found on the our site are considered trademarks or registered trademarks of their respective companies. You may not place or reproduce any trademarks, service marks, or logos that are not owned by you or licensed to you onto materials and merchandise to be printed via our Service. Words, names, and designs used to identify services or products are considered trademarks, service marks, and/or logos. The same policy applies for copyrights. You may not use copyrighted materials from

artists, photographers, publishers, writers, composers, and other authors of original works unless they are specifically licensed to you by the copyright holder.

#### XV. Copyrights, Trademarks, and Licenses

We respect the intellectual property of others, and we ask our customers to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the material that you claim is infringing is located on the site; (d) your address, telephone number, and email address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (f) a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

If John Doe were to submit an order for business cards to his local printer that includes a well-known trademarked logo of his real estate brokerage's parent company, the print shop cannot and does not contact the trademarked company to determine whether or not John Doe is truly a licensed real estate agent with the firm prior to going to print. There are tens of thousands of real estate agencies and agents at any time which are changing daily. Similarly, no commercial printer has the ability to verify the authorization of each order prior to going to print. The responsibility of obtaining the proper authorization to reproduce artwork that is a registered trademark or copyright lies entirely with you and your company. You must secure the proper permission, if needed, before submitting any order that includes copyrighted logos or artwork. By continuing with your purchase you are conveying to us that YOU have authorization, or that you have secured permission to reproduce the requested trademark or logos for an authorized dealer, sponsor, advertiser, promotion, etc. We service advertising firms who are employed through direct, second, third, and fourth party contracts with many national manufacturers.

We welcome your business. We sell both direct to the manufacturers and to printing and advertising brokers. We will not sell to anyone who has not conveyed to us that they are authorized to reproduce the registered trademark and thereby assume all legal responsibility and any alleged damages for any trademark infringement resulting from their fraudulent misrepresentation.

Our website is constructed in such a way so as to not be able to "Continue" with a purchase without conveying to us that you or your organization are authorized and assume all liability as to trademark issues for the product purchased. EVEN if no trademark or logo is involved, we require approval so as to make absolutely certain that authorization is without a doubt conveyed by all purchasers of ANY products. This authorization is displayed prominently on each catalog and product page so that no one is able to order without conveying authorization to purchase. Any effort to fraudulently purchase and entrap or damage us in any way by misuse of trademark or copyright laws to create financial gain, discredit our good name and standing in the market place, etc. is subject to civil and criminal liabilities.

The submission of any order constitutes a representation and warranty by the individual or entity submitting the order that such individual or entity is the owner of all trademarks or copyrighted material contained therein, or has obtained any required consents or authorizations from the owner(s) to order the reproduction of such material.

By submitting a design to us, you warrant and represent that you are the sole, legal owner or licensee of all rights, including copyright, to each copyright, service mark, trade name, trademark, logo, portrait, graphic, artwork, statement, photograph, picture or illustration of any person or any other intellectual property included in such design.

Further you warrant and represent that no part of the design: (1) is the subject of any notice of such infringement you have received; (2) violates or infringes upon any common law or statutory right of any person or entity, including, but not limited to, rights relating to copyrights, trademarks, contract rights, moral rights or rights of public performance or (3) is subject to any restriction or right of any kind or nature whatsoever which would prevent us from legally reproducing the images or text submitted.

You agree to defend, at your sole expense, any claim, suit, or proceeding brought against us, and our subsidiaries, affiliates, officers, agents, co-branders, print vendors, business partners, employees, successors or assigns which relates to, or is based upon, a claim that any portion of the design infringes or constitutes wrongful use of any copyright, trademark, or other right of any third party, provided that we give you written notice of any such claim and provide you such reasonable cooperation and assistance as you may require in the defense thereof. You shall pay any damages and costs assessed against us pursuant to such a suit or proceeding. Further, you agree to indemnify and hold us harmless from and with respect to any such loss or damage (including, but not limited to, reasonable attorneys' fees and costs) associated with any such claim, suit or proceeding.

All items shown on this web site containing corporate logos or registered trademarks are shown only to illustrate our logo reproduction capabilities. Purchase of merchandise from us in no way, shape or form grants you permission to reproduce logos, nor does it transfer, grant or lease ownership of any logos or trademarks to you.

#### XVI. General Information

The TOS constitute our entire agreement with you and govern your use of the Service, superceding any prior agreements between us. You also may be subject to additional terms and conditions that may apply when you use affiliate services, or third-party content. These TOS and the relationship between us shall be governed by the laws of the State of Texas, without regard to its conflict of law provisions. We collectively agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Montgomery, Texas. Our failure to exercise or enforce any right or provision of these TOS shall not constitute a waiver of such right or provision. If any provision of these TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these TOS remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of

the Service or these TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

#### XVII. Violations

Please report any violations of the TOS to our staff.

#### XVIII. Color Matching

Digital proofs are provided upon request via email or the web. Color matching is done to the best of our ability. Due to the infinite configuration possibilities of end-user hardware and software, it is impossible to perfectly match the proof that is provided. All proofs are understood to be close representations of the printed product, and will inevitably have a certain degree of deviance from a monitor's image.