

# Terms and Conditions

## Terms of Use

We welcome You to [www.spiritsale.com](http://www.spiritsale.com), a website ("Site") associated with Stahls' Inc. d/b/a GroupeSTAHL, a leading international manufacturer, distributor, and direct supplier in the field of custom textile printing. Headquartered in Michigan, USA, GroupeStahl's multi-national affiliates and subsidiaries include businesses engaged in: heat transfer manufacturing, sports printing supplies, heat transfer adhesives and films manufacturing, heat press equipment manufacturing, artwork services and software, digital media, licensed goods specialist and decoration fulfillment services.

As updated from time to time as provided for herein, these Terms and Conditions govern Your access to and use of the Site. You should carefully read these Terms and Conditions. Your use of the Site means that You have read and understand these Terms and Conditions, and that You have entered into a binding legal agreement with Company. If You do not accept and agree to be bound by all of the Terms and Conditions You should discontinue Your use of the Site. If You are using the Site on behalf of Your employer or any other individual or entity, You represent and warrant that You have the authority to bind such employer, other individual or entity.

Company reserves the right to change these Terms and Conditions, the Privacy Policy, and/or any other elements of the Agreement, at any time in its sole discretion. No notice is required for any such modification. Any modification is effective immediately upon posting to the Site. You are responsible for regularly reviewing the Site and the Agreement regarding such changes. Your continued use of the Site following posting of any modification(s) to the Agreement shall be conclusively deemed an acceptance of all such modification(s). Your only remedy with respect to any dissatisfaction with any modifications is to cease use of the Site.

## Definitions

"Agreement" means these Terms and Conditions, and any other policies or terms incorporated by reference herein.

"Applications" means standalone software or online applications made available by Company to You through the Site. The Applications are currently anticipated to facilitate the creation of custom designs for use on ordered Products, as well as saving created designs and offering them for sale within Stores.

"Articles" means clothing, products, logos, memorabilia, novelty items, and other articles You create or customize using the Applications and Company Products.

"Company" means Stahls' Inc. and any and all related entities (e.g., affiliates and subsidiaries), and their respective members, officers, directors, employees, affiliates, agents, attorneys, licensors and representatives.

"Content" means, without limitation, text, graphics, photos, illustrations, images, characters, logos, button icons, clip art, audio clips, digital downloads, data compilations, software and software hyperlinks, video, music, or other audio clips, and any other information or materials that are accessible from the Site (e.g., that may be contained in, displayed on, downloaded from, or uploaded to the Site).

"Products" means any goods or products, including screen printed transfers, heat transfer film (commonly known as heat transfer vinyl), digital transfers (including print/cut heat transfer films and digital transfers made with screen printing inks), dimensional transfers (e.g., FlexStyle), embroidered emblems, leather patches and applique utilizing poly-twill and felt, and similar products made available to You by Company on, by, or through any Site.

"Services" means any services made available to You by Company on, by or through any Site.

"Site" includes the Site, all other Company owned or operated websites or sites, and all subsequent pages made available by or through the Site and such other Company websites. Please note, however, that the Site may contain links to third party websites or sites as discussed in more detail below. Once such a third party link has been accessed, a User is no longer accessing the Site. For clarification, references to the Site include any Applications made available through the Site.

"Stores" means the public-facing websites You develop using the Applications provided by Company, and which are hosted by Company, through which You may sell customized Articles (as defined herein) designed using the functionality of the Site and utilizing Company-provided Products.

"Use Fee" means the subscription fee payable by You which covers, in part, the licenses provided hereunder to Content and Applications made available through the Site.

"User" means a person who uses, or who has registered to use, the Site.

"You" and "Your" means You, an individual user entering into the Agreement, or the individual or entity on whose behalf You enter into the Agreement and encompasses all principal(s) or officers(s), partners, shareholders, officers, directors, employees, or authorized representatives thereof.

## Your Use of the Site

- A. Customer satisfaction is a top priority for Company. If You are dissatisfied with the Site for any reason within the first thirty (30) days after your registration on the Site, You may terminate Your use of the Site and receive a full refund of all fees paid. However, after this thirty (30) day period, all fees and amounts paid by You are non-refundable.
- B. The Site includes Content and other original works of authorship (including, but not limited to, derivative works based on graphical scans or typed text of public domain materials) that are both proprietary and intellectual properties of the Company or its suppliers and are protected by both the terms of the Agreement as well as domestic and foreign contractual and intellectual property laws including but not limited to copyright, trademark, patent, trade secret, and right to privacy or publicity laws.
  - 1. Copyright. All Content included on the Site, with the exception of Content You upload, is the property of the Company or its licensors and is protected by United States and international copyright laws. Such compilation of all Content on the Site is the exclusive property of the Company and protected by U.S. and international copyright laws. All Applications and other software used on this site are the property of the Company or its licensors, and are protected by United States and international copyright laws. The respective owners and licensees of any copyrights included in the Site retain and reserve all of their rights related to such copyrights.
  - 2. Trademark. The Site may include various registered or unregistered trademarks or service marks of the Company or its licensors. The respective owners and licensees of any marks included in the Site retain and reserve all of their rights related to such marks.
  - 3. Patent. One or more patents may apply to the Site and to the features, products, and services accessible therein, including U.S. and foreign patents. Moreover, the Company has various patents pending.
  - 4. Trade Secret. The Site may contain software or other information that is confidential and proprietary to the Company, and/or protected by the trade secret laws of the individual states of the United States and of foreign

countries. As part of the Company's efforts to maintain the secrecy of such information, You are prohibited from decompiling, reverse engineering and/or disassembling any portion or the whole of the Site.

5. Rights to Privacy or Publicity. Using a broad definition, these legal concepts apply to the right of every individual to control any commercial use of his or her name, image, likeness, or some other aspect of identity, limited under (United States Federal law) by the First Amendment. An individual further has a qualified legal right to reasonable privacy in not having his or her private affairs made known or his or her likeness exhibited to the public having regard to habits, mode of living, and profession. These legal concepts are applied differently depending on the jurisdiction, but You are solely responsible for ensuring You do not violate any individual's rights to privacy or publicity in connection with Your use of the Site, Content, and/or Products.
- C. Through the Site, Company may make available to You certain Content, Applications, Services and Products. Company and/or its licensors own and shall retain all rights, title and interests, including all intellectual property rights, in and to the Site, and all elements thereof. Except for the express licenses granted to You herein, You neither have nor acquire any rights, title or interests in or to the Site, or any element thereof.
- D. The Company grants to You a personal, limited, revocable, non-exclusive and non-transferable license, until the Agreement is terminated, to:
1. Use the Site as provided herein;
  2. Access, load, store and operate the Site with browser software;
  3. Access, view, download, print, use, display and upload Content for use in connection with Products provided by Company, to create Articles. You may sell completed Articles in Your discretion;
  4. Display, download and print portions of the Site as necessary to investigate and/or purchase Product(s) and/or Service(s), subject to the limitations in the Agreement; and
  5. Create one or more Stores using the Site and/or Applications provided through the Site.
- All rights not expressly granted by Company to You are retained by Company, and You may not use the Site and/or any element of the Site in any manner or for any purpose not expressly authorized by these Terms and Conditions. The rights granted to You do not include, and are not applicable to, the design or layout of the Site, which are protected by trade dress and other laws and may not be copied or imitated in whole or in part.
- E. Notwithstanding the above, You shall NOT:

1. Decompile, reverse engineer and/or disassemble and/or create derivative works of the Site;
  2. Remove, modify, hide, destroy, obscure or otherwise make unreadable or non-viewable any notice, legend, advice, watermark or other designation contained on or within the Site, component thereof or output therefrom, including, but not limited to, any and all copyright, trademark and patent designations, if any, contained on or within the Site;
  3. Upload, post, email, transmit, publish, re-publish, distribute, display or otherwise make available the Site or Content (except as authorized hereunder in connection with your sale of customized Products through Stores) to any third parties;
  4. Except as otherwise provided herein with respect to the commercialization of Articles, use the Site for any commercial, financial or other beneficial purpose, including, but not limited to, advertising, the exploitation, rental, lease, sale or resale of the Site;
  5. Sublicense, sell and/or distribute any Content provided by Company in any form, except as reproduced on Products purchased from Company;
  6. Use any Content, including as incorporated into Products, for any pornographic use, unlawful purpose or use, or to defame any person, or to violate any person's right of privacy or publicity, or to infringe upon any copyright, trade name, trademark, or service mark of any person/entity;
  7. Seek state or federal registration of any Content provided by Company as a trademark or service mark;
  8. Engage in any activity that violates any third party terms of service (e.g. social media terms, payment processor terms, etc.) with respect to Your use of the Site and/or your Store(s);
  9. For a period of more than twenty-four (24) hours, cache or otherwise temporarily store the Site or component thereof, on any server or other device used to communicate with individual personal computers or personal devices. Such limitation does not include cache which is automatically stored by an individual personal browser application; or
  10. Assign, rent, lend, lease, sell, redistribute, republish, sublicense, transfer, export from the United States, copy, reproduce, modify, adapt, translate, reverse engineer, decompile, disassemble, extract components or create derivative works of the Site.
- F. You agree not to use the Site to engage in any prohibited conduct, as set forth herein or as communicated to You by Company from time to time. In general, prohibited conduct is any conduct that would be a criminal, civil or administrative violation of any applicable local, state, federal or international law, treaty, court order,

ordinance, regulation or administrative rule. Prohibited conduct is also any conduct that is infringing, tortious or that is harmful to the Company or any other party or property; that violates another party's intellectual property, privacy or other rights; or that otherwise interferes with the operation, use or enjoyment of any Service, system or other property including the Site. Prohibited conduct includes, without limitation, using the Site to (i) intercept, divert or otherwise interfere with any communication; (ii) violate the security or integrity of, or gain unauthorized access to, the Site or any other Service, system or communication; (iii) impose an unreasonable or disproportionately large load on any systems or infrastructure; (iv) unsolicited or unauthorized advertising, promotional materials, junk mail, "spam," chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (v) create a "mail drop" for such communications, or engage or permit email relay services; (vi) "spoof" or otherwise impersonate any other party, falsely stating or otherwise misrepresenting one's identity or affiliation in any way or forge, delete or alter any part of TCP/IP packet header or sender identification in any communication; (vii) commit fraud; (viii) harass or threaten any party, advocate or otherwise encourage violence against any government, organization, group, individual or property, or provide instruction, information, or assistance in causing or carrying out such violence; (ix) disseminate viruses, Trojan horses, worms, time bombs or other code or programming intended to damage, interfere with, intercept or expropriate any system, data or information; (x) send or receive any material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, tortious, harassing, hateful or otherwise objectionable; (xi) send or receive any material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age or disability; (xii) send or receive material containing defamatory, false or libelous material; (xiii) send or receive any material that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy or publicity; (xiv) send or receive any material that You do not have a right to make available under law or contractual or fiduciary relationships; (xv) engage in conduct that would expose the Company to civil or criminal liability; or (xvi) assist others in engaging in prohibited conduct. This list is not intended to be exhaustive.

- G. The Site may include technological protection measures that effectively control access, reproduction or distribution of the proprietary or intellectual properties accessible through the Site. Any attempt to tamper or dismantle these protections is a breach of the Agreement, may be a violation of the United States Digital

Millennium Copyright Act of 1998, and may subject the violator to civil and criminal penalties.

- H. The Site may permit You to set up and/or use third party services for use in connection with Your Stores, such as Stripe, Authorize.Net, or PayPal to collect payment, or other third party services to calculate taxes or manage shipping. If You use such third party services, be aware that the respective third party's terms of service, privacy policy, and other policies may apply. The Company is not involved in these relationships, and has no liability or responsibility for any issues or damages relating to such third party Services. You are solely responsible for all integration fees and other costs associated with linking to, enabling, and/or utilizing such third party services.
- I. Your Store must include, and You must abide by, Your Store's own terms of use, terms and conditions of sale, privacy policy, and Digital Millennium Copyright Act notice procedures.
- J. The Company may use any actions performed on the Site, and Content posted to the Site by Users, to improve the Site, including, but not being limited to, collection, storage, display, aggregation, summarization, and any other processing of the posted Content or performed actions.
- K. You hereby grant to the Company the royalty-free, paid-up, perpetual, irrevocable, worldwide, non-exclusive, transferable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all Content, remarks, suggestions, ideas, graphics, or other information communicated to the Company through this site, including without limitation data collected from You.
- L. Accounts.
  - 1. When You set up an account with the Company through the Site (the "Account"), You are required to enter a valid email address, a username and a password and Your country of residence. Should Company suspect that such information is untrue, inaccurate, not current or incomplete, Company has the right to suspend or terminate Your usage of the Site. Company is entitled to rely on the information You provide and You will be responsible for updating this information to maintain it as current. Accounts are non-transferable.
  - 2. Each User who uses such username and password will be deemed to be authorized to access and use Site and the Company has no obligation to investigate the authorization or source of any such access or use. **YOU ACKNOWLEDGE AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF THE SITE BY ANYONE USING YOUR USERNAME AND PASSWORD WHETHER OR**

NOT SUCH ACCESS TO AND USE OF THE SITE IS ACTUALLY AUTHORIZED BY YOU, INCLUDING WITHOUT LIMITATION, ALL UPLOADS, COMMUNICATIONS AND TRANSMISSIONS, AND ALL OBLIGATIONS (INCLUDING WITHOUT LIMITATION FINANCIAL OBLIGATIONS) THAT MAY RESULT FROM SUCH ACCESS OR USE.

3. You may not disclose Your username or password, or in any way permit or authorize any other individual or entity to use Your username or password to access the Site.
4. You are solely responsible for protecting the security and confidentiality of Your username and password. You shall immediately notify the Company of any unauthorized use of Your username and password, or any other breach or threatened breach of the Company Site's security.

### **User Comments, Feedback, and Other Submissions**

All comments, feedback, suggestions, ideas, and other submissions disclosed, submitted or offered to the Company on or by the Site, or otherwise disclosed, submitted or offered in connection with Your use of the Site (collectively, "Comments"), shall be and remain property of the Company. You agree that the Company may use or disclose information about Your demographics and use of the Site in any manner in accordance with our Privacy Policy.

You agree that the Company is free to use, without restriction and without compensation to You, any ideas, concepts, know-how, suggestions, or techniques contained in any Comments You send to the Site for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products or services using such information. The Company has no obligation to respond to any Comments. You agree that Comments submitted by You to the Site will not violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s).

### **Colors**

We try to display as accurately as possible the colors of our Products shown on the Site. Unfortunately, the actual colors You see will depend on Your device screen or monitor, and we do not guarantee that Your device's display of any color will be accurate. The colors shown on the Site are for reference only. Thus, the Company takes no responsibility whatsoever for any variances between the appearance of colors or graphics displayed on Your device and any finished Product.



## United States Digital Millennium Copyright (“DMCA”) Notices

DMCA Notice. If You believe that Your work has been copied in a way that constitutes copyright infringement, please send written notification to our Designated Agent. Your written notification must include the following:

- An electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that You claim has been infringed;
- A description of the material You claim to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Your address, telephone number, and e-mail address;
- 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; and
- 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.

Counter-Notices. If You believe that material You contributed to the Site has been improperly removed and You wish to make a counter-notification under the DMCA, You must provide written notification to our Designated Agent that includes substantially the following:

- Your physical or electronic signature.
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
- A statement under penalty of perjury that You have a good-faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- Your name, address, and telephone number, and a statement that You consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if Your address is outside of the United States, for any judicial district in which the Company may be found, and that You will accept service of process from the person who provided notification of claimed infringement, or an agent of such person.

Send notices and counter-notices to the Company’s DMCA Agent. DMCA notices and counter-notices must be provided in writing to:

DMCA NOTICE  
Legal Department  
GroupeSTAHL  
6353 E 14 Mile Rd

Sterling Heights, MI USA 48312

With an electronic copy to: [Legal@stahls.com](mailto:Legal@stahls.com).

You should only send notice or counter-notices of potential copyright infringement to our Designated Agent. For all other inquiries (e.g., requests for technical assistance or customer service, reports of email abuse, and piracy reports), please contact us by way of [info@stahls.com](mailto:info@stahls.com).

Under the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing or that the material or activity was removed by mistake may be subject to liability.

## Modifications

- A. We have the right to modify, suspend or discontinue the Site, your Store(s) or any portion thereof at any time, including the availability of any area of the Site or your Store(s) without notice. We may also modify or impose limits on certain features and services or restrict Your access to parts or all of the Site or Store(s) without notice or liability.
- B. In addition to our right to make modifications to the Site and Stores as set forth above, the Company reserves the right, for any reason or no reason at all, and in its sole discretion, to modify or remove any Content You have provided to the Site or Store(s) without liability.

## Taxes

- A. You shall be responsible for all taxes and fees incurred for using the Site. In the event any exemption is claimed and then disallowed by a tax authority or judicial body, You agree to reimburse the Company for the amount of tax involved and any reasonable service charge associated therewith.
- B. In addition, You are responsible for all taxes and fees associated with your ecommerce activities, including your sales through any Stores. Without limiting the foregoing, You must collect, report, and/or pay the correct amounts to the appropriate authorities, if applicable and, if needed, inform Your customers about any taxes they may be required to pay.

## Payment

- A. You shall pay the Company designated Use Fees in connection with Your access to or use of the Site, in advance, before access is provided.
- B. You are solely responsible for all payments made or required to be made by Your customers in connection with purchases made through your Store(s). Under no circumstances will Company be responsible or liable for any failed payments, lost sales associated with payment issues, or any other issues related to payments between You and Your customers. In addition, You are solely responsible for compliance with the Payment Card Industry Data Security Standard (PCI DSS), if You elect to accepted credit cards through your Store. You are also solely responsible for resolving all support questions, comments, and complaints, including refunds, chargebacks, or pricing questions.

## **Software Applications**

Company may provide Applications through the Site. All uses of any such Applications must comply with all applicable local, state, national and international laws, rules and regulations. Any templates, features, and the like appearing in an Application are offered as a courtesy only and are used at Your own risk. Company shall not be responsible for any real, potential or perceived loss of business due to an Application being unavailable for any reason including programming errors, maintenance, or any other foreseen or unforeseen incidents. If Company determines that an Application is being used by You in a way that is prohibited, it may restrict or discontinue Your access and use of the Application. Company reserves the right to make judgments about whether or not uses are appropriate in its sole discretion. Any Application may be altered or removed at any time by Company.

## **Warranties, Disclaimers and Limitations on Liability**

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE SITE AND YOUR STORES ARE PROVIDED TO YOU ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND OR NATURE. WE MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY OR NON-INFRINGEMENT. WITHOUT LIMITATION, WE DO NOT WARRANT THAT (A) THE FUNCTIONS CONTAINED IN THE SITE OR YOUR STORES SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (B) THE SITE OR YOUR STORES, INCLUDING THE SERVERS ON WHICH THE SITE OR YOUR STORES ARE OPERATED, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (C) YOUR

INFORMATION OR YOUR CUSTOMERS' INFORMATION WILL NOT BE DISCLOSED, OR (D) INFORMATION PROVIDED IN THE SITE IS COMPLETE, ACCURATE, ERROR-FREE, OR UP-TO-DATE. YOU ACKNOWLEDGE THAT THE COMPANY PROVIDES LISTINGS AND LINKS FOR THIRD PARTY CONTENT AND SERVICES; THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING SUCH THIRD PARTY CONTENT OR SERVICES, INCLUDING THE QUALITY OR QUANTITY OF SUCH THIRD PARTY CONTENT OR SERVICES LISTED OR LINKED TO ON OR FROM THE SITE. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THE EXCLUSION OF IMPLIED WARRANTIES. THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES TO YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING IN THE SITE OR YOUR DOWNLOADING OF ANY CONTENT FROM THE SITE, WHETHER THROUGH INFECTION BY A VIRUS OR OTHERWISE.

EXCEPT AS OTHERWISE PROVIDED HEREIN USE OF THE SITE AND YOUR STORES IS AT YOUR SOLE RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THE SITE AND YOUR STORES, INCLUDING BUT NOT LIMITED TO YOUR HAVING INPUT YOUR INFORMATION. THE COMPANY SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE IF YOUR INFORMATION OR YOUR CUSTOMERS' INFORMATION BECOMES DISCLOSED THROUGH THE ACT OF A THIRD PARTY OR THROUGH THE NEGLIGENCE OF THE COMPANY. THE COMPANY SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES UNDER THIS AGREEMENT OR BASED ON YOUR USE OF THE SITE, YOUR STORES, OR YOUR CUSTOMERS' USE OF YOUR STORES, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, DIRECT, INDIRECT, ATTORNEYS' FEES, DAMAGES FOR LOSS OF PROFITS OR LOSS OF BUSINESS, LOST DATA, DAMAGE CAUSED TO YOUR HARDWARE OR SOFTWARE, GOODWILL OR OTHER INTANGIBLE LOSSES OR SIMILAR DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH THE COMPANY ARISING OUT OF OR RELATED TO THE SITE OR THE CONTENT, APPLICATIONS, STORES, OR SERVICES OFFERED THROUGH THE SITE IS TO STOP USING THE SITE, CONTENT, APPLICATIONS, STORES, AND/OR SERVICES AND, IF

YOU HAVE CREATED AN ACCOUNT, TO CANCEL YOUR ACCOUNT. IN NO EVENT SHALL THE COMPANY'S LIABILITY TO YOU ARISING OUT OF ANY KIND OF LEGAL CLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, IN ANY WAY CONNECTED WITH THE SITE APPLICATIONS, STORES, OR SERVICES OFFERED THROUGH THE SITE EXCEED THE AMOUNT THAT YOU PAID TO THE COMPANY FOR THE SITE DURING THE APPLICABLE TERM OR USAGE PERIOD IN WHICH THE ISSUE AROSE.

### **Your Representations and Warranties**

- A. You are at least 18 years old or older. The Site is intended only for those ages 18 or older. If You are under 18, You may not register or submit personally identifiable information on, to or through the Site. Company does not collect personally identifiable information from any person it knows to be under 18.
- B. You will not sell or offer to sell any products or services on Your Store to individuals under the age of 18.
- C. You are entering the Agreement with a sound mind and not under duress or emotional distress.
- D. Any information that You have or shall provide to the Company through the Site is true and accurate, and You shall modify such information as necessary or appropriate to maintain the accuracy of the information. You shall not represent that You are anyone other than Yourself. You shall not impersonate any other individual or entity.
- E. You shall at all times comply with all applicable laws, rules and regulations with respect to Your use of the Site and with respect to any Product or Service related thereto.
- F. You shall not use the Site to infringe, misappropriate or violate any rights of the Company and/or any third party, including, but not limited to any User of the Company or any entity associated with or visiting the Site.
- G. You shall comply at all times with the Agreement, including any modifications to the Agreement.
- H. You shall not upload or use any Content or offer Articles through Your Store(s) that does not meet acceptable community standards, including Content that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, tortious, harassing, hateful or otherwise objectionable; that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age or disability; or containing defamatory, false or libelous material.
- I. The unauthorized use of trademarks (whether registered or not) or copyrighted material (e.g. designs) is illegal. You represent and warrant that You do not violate

any rights whatsoever of any third party with respect to any uploaded Content and its use by Company pursuant to any order You place, or the Articles you offer through your Store(s). Thus, You represent and warrant that You are the owner or permitted licensee of any Content that You upload or provide to the Site, and the Articles you offer through your Store(s), and have the complete right and ability to provide such Content to the Site and sell such Articles through your Store(s), according to the terms of the Agreement. This further means that You will ensure that Company may perform its obligations hereunder with respect to the Site and Your Stores without violating any rights of any third party, including, but not limited to (i) any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy or publicity; and (ii) any right to make available under law or contractual or fiduciary relationships. Among other things, You thereby represent and warrant that You have the right to use, copy and distribute each and every trademark, service mark, trade name, logo, phrase, graphic, artwork, name, image, photograph, portrait, picture or illustration of anything that You upload to the Site including its reproduction on a Product You buy on the Site, as well as all Articles You offer through Your Store(s).

The burden of compliance of this provision rests solely with You. You are wholly responsible for obtaining all proper permissions and licenses from third parties whose rights may be violated or infringed by the use of any material protected by any Intellectual property right or other proprietary right. The Company has no duty or responsibility whatsoever to determine whether You have complied with any of Your representations, warranties and covenants. As set forth below, You fully indemnify Company from assertions made by any third party related to Your failure to comply.

- J. Your use of any Company supplied Content that may be printed on or otherwise applied to the Products ordered by You is wholly limited to such printing or application. Among other things, this means that designs created from Content such as clip art provided by the Company are in no way the exclusive property of Users or their customers who assemble such designs.
- K. You are solely responsible for delivering Articles sold to your customers through the Store(s), and for fulfilling all promises, representations, or warranties you make to them in connection with a sale.

## **Indemnification**

You agree to indemnify, defend, and hold the Company harmless for, from and against all liabilities, losses, claims, actions, expenses and damages (including attorneys' fees and expenses including the cost of collection on any past due invoice) resulting from Your breach of this Agreement, use of the Site, or operation of Your Store(s), including without limitation (1) any breach of foregoing representations and warranties; (2) any actual or alleged infringement of a third party's intellectual property rights in connection with the Articles you provide and/or any Content You upload; or (3) any claims related to Articles You create and/or Your relationship with Your customers (including claims related to product quality or liability issues, delivery delays or other issues, design defects, quality issues, etc.). Without limiting the generality of the foregoing, You agree to indemnify, defend and hold Company harmless for, from and against any improper or illegal use of Your account, including the improper or illegal use of Your account by someone to whom You have given permission to use Your account. The Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, and in such case, You agree to cooperate with the Company in the defense or in asserting counterclaims to any such claims and You shall continue to pay all costs, expenses and attorneys' fees following the Company's assumption of control (including, but not limited to the right to select counsel and to make all strategic decisions in any litigation or other proceeding related in any way to the foregoing) until the matter is resolved, as well as any resultant damages.

## **Term & Termination**

- A. The Agreement shall continue for the initial term You purchased from Company, unless terminated by Company. The Company reserves the right to terminate any User or account for any reason or for no reason, with or without cause. This Agreement will not automatically renew, and it is Your responsibility to renew this Agreement by purchasing an extension prior to its expiration. You will receive notice of the expiration of the then-current term not less than sixty (60) days prior to such expiration. Company does not agree to maintain any data (including without limitation any data representing or embodying any or all of Your Content) in any specific format, or for any period of time after termination or expiration of this Agreement. For clarification and without limiting the foregoing, Company may delete Your Content, Your Store(s) and related Store designs, and any other information upon expiration or termination of this Agreement, without liability to You.
- B. Upon termination of the Agreement, You are required to IMMEDIATELY DISCONTINUE ALL ACCESS OR USE OF THE SITE AND CONTENT AND

YOUR STORES WILL BE IMMEDIATELY REMOVED. Moreover, upon termination of the Agreement, You are still bound by the provisions of the Agreement with respect to all of Your past activities, Your Store(s), and Your use of the Site and Content. Except as expressly set forth herein, upon termination for any reason, You will not be entitled to a refund of any prepaid, but unused, Use Fees paid.

- C. IF ANY OF THESE TERMS OF USE OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, YOU MAY TERMINATE THIS AGREEMENT BY IMMEDIATELY DISCONTINUING ALL YOUR ACCESS AND USE OF THE SITE. YOUR CONTINUED USE OF THE SITE FOLLOWING THE POSTING OF NOTICE OF ANY CHANGES IN THE AGREEMENT SHALL INDICATE ACCEPTANCE BY YOU OF SUCH TERMS OF USE, CHANGES, OR MODIFICATIONS AND CONTINUATION OF THE AGREEMENT.
- D. EITHER YOU OR WE MAY TERMINATE THE AGREEMENT AT ANY TIME. YOU UNDERSTAND AND AGREE THAT TERMINATION IS YOUR SOLE RIGHT AND REMEDY WITH RESPECT TO ANY DISPUTE WITH COMPANY. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY DISPUTE RELATED TO, OR ARISING OUT OF: (1) ANY TERM OR CONDITION CONTAINED IN OR REFERENCED IN THE AGREEMENT; (2) ANY POLICY OR PRACTICE OF THE COMPANY; (3) ANY DISCLOSURE OR USE OF YOUR OR YOUR CUSTOMERS' INFORMATION; AND (4) YOUR ABILITY TO ACCESS AND/OR USE THE SITE OR YOU OR YOUR CUSTOMERS' ABILITY TO ACCESS AND/OR USE THE STORE(S).

### **Severability**

If any provision of the Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of the Agreement, and all provisions not affected by such invalidity shall remain in full force and effect.

### **Waiver**

The waiver by the Company of a breach or default in any of the provisions of the Agreement by You shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the Company's part to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by You.



## **Notices**

If to the Company, notice shall be deemed given (A) if by hand delivery, upon receipt thereof, (B) if by mail, seven (7) days after deposit in the United States mails, postage prepaid, certified mail, return receipt requested, or (C) if by nationally recognized overnight courier service, upon such delivery. Notice to the Company should be sent to:

Legal Department  
GroupeSTAHL  
6353 E 14 Mile Rd  
Sterling Heights, MI USA 48312

If to You, notice shall be deemed given when an email is sent to the e-mail address You provide to the Company during the registration process, unless the Company is notified that the e-mail address is invalid. Any notice provided pursuant to the Agreement shall be in writing.

## **Governing Law and Jurisdiction Choice of Law**

You agree that all matters relating to the Agreement and/or Your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of Michigan without regard to its conflicts of law provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Oakland County, Michigan and waive any objection to such jurisdiction or venue.

## **Independent Contractors**

Our relationship is one of independent contractors. No agency, employment, partnership or joint venture shall be created by or founded upon this agreement.

## **Statute of Limitations**

Any claim or cause of action You bring arising out of or related to use of the Site or the Content, or otherwise related to this Agreement, must be filed within one (1) year after such claim or cause or action arose regardless of any statutes or law to the contrary. In the event any such claim or cause of action is not filed within such one (1) year period, You agree such claims or causes of action are forever barred.

## **Waiver of Jury Trial**

You knowingly, voluntarily and intentionally waive any right You may have to a trial by jury with respect to any proceeding arising out of or in any way relating to the Site or the Agreement.

## **International Use**

The Company controls the Site from its offices in the United States. The Company makes no representation that the Site or related information offered by the Company is appropriate or available in other locations. If You access the Site from locations outside of the US You do so on Your own initiative and at Your own risk, and You are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

Applications available through the Site may further be subject to United States export controls. No Applications may be exported or re-exported: (a) into (or to a national or resident of) any jurisdiction to which the U.S. has embargoed Products; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By using the Applications, You represent and warrant that You are not located in, under the control of, or a national or resident of any such jurisdiction or on any such list.

Many Products that have been imported into the United States cannot be exported to other countries. It is Your responsibility to check with any freight forwarder to confirm foreign documentation requirements and to verify that items to be exported will be released by customs at the final destination. Company is not responsible for providing this information or any documentation required to export Products purchased from Company or for re-importation to the United States.

## **Assignment**

The Company may assign the Agreement, in whole or in part, at any time without notice to You. Your rights hereunder are personal. You shall not assign or otherwise transfer the Agreement or assign, delegate or otherwise transfer any of Your rights, interests or obligations under the Agreement, and any such assignment, delegation or other transfer shall be void. The Agreement shall inure to the benefit of the Company's successors, assigns and licensees. In the event that the Company may wish to assign or transfer Your personal information and its rights hereunder to a third party, You agree that the Company may do so, on the condition that such third party agree to abide by the Company's then current privacy and security policies.

## **Headings**

The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

## **Entire Agreement**

The Agreement constitutes the entire agreement between the parties with respect to Your use of the Site, and supersedes all prior agreements between the parties, whether written or oral, relating to Your use of the Site.

The Privacy Policy contained on the Site is incorporated in these Terms and Conditions by reference, but these Terms and Conditions shall govern any conflict or inconsistency with such Privacy Policy.

Your use of the Site shall be governed by this Agreement and to the extent that this Agreement conflicts with any other Agreement of the Company with respect to access to the Site, this Agreement shall control. Your purchases of Products (as required hereunder) shall be controlled by the terms and conditions set forth by the Company with respect to such purchases (e.g. the terms located on [transferexpress.com](http://transferexpress.com), etc.).