

Terms of Service

The following terms and conditions (the "Agreement") govern all use of the printful.com website (the "Site") and the services available on or at the Site (taken together with the Site, the "Service"). The Service is owned and operated by Printful Inc. and its affiliated companies and subsidiaries ("Printful", "we", "our", "us", etc.). The Service is offered subject to your ("you", "your") acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on the Site by Printful - including, without limitation, Shipping, Return Policy, Privacy Policy and others. If you do not agree to this Agreement, do not use the Site and the Service.

Printful is a print-on-demand company for businesses that want to outsource the printing and delivering component. Printful white-label prints and dropships the products ("Products") directly to you and your customers ("Customers").

If you use our Service only for your personal use, you are to be considered as the "User". If you use our Service to execute orders or deliver Products to third parties (including Customers), you are to be considered as the "Merchant".

1. Access & Membership

In order to enjoy all of Printful's benefits, you may register your account and become a member ("Member"). Membership requires that you register on the Site (including by filling out all required personal information). You may opt out of marketing and promotional emails. You may cancel your membership at any time by canceling online on the Site. To complete registration, you shall provide an email address and a password. You may never use another user's Printful account without permission from that user. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Printful immediately of any breach of security or unauthorized use of your account. Although Printful will not be liable for your and your Customer's losses caused by any unauthorized use of your account, you may be liable for the losses of Printful or others due to such unauthorized use.

Printful may change, suspend or discontinue the Services, Products, fees, charges, terms at any time, including the availability of any feature, or content. Printful may also impose limits on certain features and Services or restrict the User's access to parts or all of the Services without notice or liability. You certify to Printful that if you are an individual (i.e., not a corporation) and you are at least 18 years of age. You also certify that you are legally permitted to use the Service, and take full responsibility for the selection and use of the Service. This Agreement is void where prohibited by law, and the right to access the Service is revoked in such jurisdictions.

2. Modifications

Printful reserves the right, at its discretion, to modify this Agreement, fees, charges, and terms at any time. You shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Service by you following such notification constitutes your acceptance of the terms and conditions of changes as modified. If you do not agree to the modified terms, you may send Printful a written notification, including via email (and your Printful account will be deleted), or close your account within 30 days of notice.

3. Content

All content (information, images, pictures, data, text, photographs, graphics, messages, or other materials), hereinafter "Content", that you post, submit, upload, display, sell or use, hereinafter "post", using our Services is your content. We don't make any claim(s) to it. That includes anything you post using our Services (like your Content, images, shop name, your customer reviews, comments, videos, usernames, etc.).

1. **Responsibility for the Content.** You understand that you are solely responsible for the Content that you post on or through the Service. You represent that you have all necessary rights to the Content and that you're not infringing or violating any third party's rights by posting it or using it on your Products sold, manufactured, or warehoused by Printful.
2. **Permission to Use the Content.** By using our services Printful agrees that your content will remain yours. This means that we will never use your Content without your expressed permission.
3. **Rights You Grant Printful.** By approving the posting your Content, you grant Printful a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use, display, edit, modify, reproduce, distribute, store, and prepare derivative works of your Content to provide the Services and to promote Printful and/or your Printful store, or the Services in general, in any formats and through any channels, including across any Printful services, third-party website, advertising medium and/or social media.
4. **Reporting Unauthorized Content.** Printful respects intellectual property rights and follows intellectual property laws. We are committed to following appropriate legal procedures to remove infringing content from the Service(s).
5. **Intellectual Property.** Printful respects your work and empowers you to express your voice and ideas. We ask that you respect the work and creative rights of others. You need to either own the Content you post to Printful, or have the express authority to post it. Content must comply with right of publicity, trademark and copyright laws, and all other applicable state and federal laws.
6. **Trademarks and Infringement of Intellectual Property.** In events where we receive proper notice of intellectual property infringement, Printful strives to respond quickly by removing, blocking, or disabling access to the allegedly infringing material. When Printful removes, blocks or disables access in response to a notice, Printful makes a reasonable attempt to contact the

allegedly infringing party, provide information about the notice and removal, and, in cases of confirmed copyright infringement, provide information about counter notification.

1. **Counter DMCA Notifications:** If Printful receives a DMCA counter notification, the removed material may be replaced or access to it may be restored 10 business days after receipt of the counter notice, unless the copyright owner files an action seeking a court order against the allegedly infringing party and informs Printful of this action. Printful sends a copy of the counter notice to the original complaining party.
 2. **Repeat Infringement:** Printful terminates account privileges of Members that are subject to repeat notices of intellectual property infringement in appropriate circumstances and at Printful's discretion.
7. **Copyright Responsibility.** You agree and attest by accepting this Agreement and using our Services that you own all rights (including copyrights) for the Content you post, or if you are not the owner, that you have express authority and written permission to use the Content, and that you have all of the rights required to post the Content.
1. If Content that you own and have rights to has been posted to the Services without your permission and you want it removed, please contact our customer service department directly for further escalation and review.
 2. If your Content infringes another person's intellectual property, we will block it at our discretion.
8. **Inappropriate, False, or Misleading Content.** This should be common sense, but there are certain types of Content we don't want submitted to our Services (for legal reasons or otherwise). You agree that you will not post any content that is abusive, threatening, defamatory, obscene, vulgar, illegal or otherwise offensive or in violation of any part of this Agreement. You also agree not to post any Content that is false and misleading or uses the Services in a manner that is fraudulent or deceptive.

4. Use of Services

We grant you a limited, non-exclusive, non-transferable, and revocable license to use our Services, platforms, and integrations subject to this Agreement and the following restrictions in particular:

1. **Don't Use Our Services to Break the Law.** You agree that you will not violate any laws in connection with your use of the Services. This includes any local, state, federal, and international laws that may apply to you or Printful. For example, it's your responsibility to obtain any permits or licenses that your store may require; you must not engage in fraud, theft, anti-competitive conduct, threatening conduct, or any other unlawful acts or crimes against Printful, another Printful user, or a third party.
2. **Don't Try to Harm Our Systems.** You agree not to interfere with or try to disrupt our Services, for example by distributing a virus or other harmful computer code into our platforms, third party services, or other programs or systems our clients may use to promote their Products. You agree that Printful reserves the right to audit our platforms (systems) to ensure

integrity and compliance with this Agreement, at the sole discretion of Printful.

3. **Follow Brand Guidelines.** The name “Printful”, our iconography, phrases, logos, and designs that we use in connection with Services we provide are trademarks, service marks, or trade dress of Printful in the US, European Union, and all other countries, that are used for proprietary purposes at our sole discretion.
4. **Share Your Ideas.** We love your suggestions and ideas! They can help us improve your experience and our Services. Any unsolicited ideas or other materials you submit to Printful (not including your Content or Products you sell or warehouse through our Services) are considered non-confidential and nonproprietary to you. You grant us a non-exclusive, worldwide, royalty-free, non-revocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you at any time.
5. **Communication Methods.** Printful will provide you with certain legal information in writing. By using our Services, you’re agreeing to our communication methods which describe how we provide that information to you. This simply means that we reserve the right to send you information electronically (by email, etc.) instead of mailing you paper copies (it’s better for the environment).
6. **Digital Items.** Digital items (like mockups, templates, images and other design assets) and their intellectual property rights belong exclusively to Printful. Digital items and any results may only be used in connection with the advertising, promoting, offering and sale of Printful’s Products and may not be used for other purposes or in conjunction with products from other manufacturers.

5. Warranties and limitation of liability

1. **Items Your Clients Purchase Through Our Sites.** You understand that Printful cannot and does not make any warranties about your Content, stores, or what you sell to your Customer that we may warehouse. Any legal claim related to a Product your Customers purchase must be brought directly against you as the seller of the Product. You release Printful from any claims related to Products sold through our Services, including consideration for defective items, misrepresentations by you as a seller, or items that caused physical injury (like product liability claims) from warehoused goods.
2. **Content You Access.** Your Customers may come across materials that they find offensive or inappropriate while using our Services. We make no representations concerning any content posted by users through the Services. Printful is not responsible for the accuracy, copyright compliance, legality, or decency of content posted by users that you accessed through the Services. You release us from all liability relating to that content.
3. **Third-Party Services.** Our stores on our Site(s) may contain links to third-party websites or services that we don’t own or control (for example, links to Facebook, Twitter, and Pinterest). You may also need to use a third party’s product or service in order to use some of our Services (like a compatible mobile device to use our mobile apps). When you access these third-party services, you do so at your own risk. The third parties may require you to accept their own

terms of use. Printful is not a party to those agreements; they are solely between you and the third party.

4. **Warranties.** Printful is dedicated to making our Services the best they can be, but we're not perfect and sometimes things can go wrong. You understand that our Services are provided "as is" and without any kind of warranty (express or implied). We are expressly disclaiming any warranties of title, non-infringement, merchantability, and fitness for a particular purpose, as well as any warranties implied by a course of performance, course of dealing, or usage of trade. We do not guarantee that:
1. the Services will be secure or available at any particular time or location;
 2. any and all errors which are Printful responsible will be corrected;
 3. the Services will always be free of viruses or other harmful materials; or
 4. the results of using the Services will meet your expectations. You use the Services solely at your own risk. Some jurisdictions do not allow limitations on implied warranties, so the above limitations may not apply to you.
5. **Liability Limits.** To the fullest extent permitted by law, neither Printful, nor our employees or directors shall be liable to you and your Customers for any lost profits or revenues, or for any consequential, incidental, indirect, special, or punitive damages arising out of or in connection with the Services or this Agreement.

6. Responsibility of site members and visitors

Violation of this Agreement or any other rules will result in the termination of your Printful account.

Printful and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the Printful Services. Without limiting the foregoing, Printful and its designees shall have the right to remove any Content. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Printful or submitted to Printful, including without limitation information in Printful collaborations, posts and in all other parts of the Printful Services.

Without limiting other remedies, we may limit, suspend or terminate our Service and your account, prohibit access to our Site, delay or remove hosted Content, and take technical and legal steps to keep you off the Site if we think that you are creating problems, possible legal liabilities, or acting inconsistently with the letter or spirit of our policies. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for extended periods of time. You are responsible for providing Printful with accurate information (including but not limited to your retail price if you are a Merchant). If you have provided Printful with inaccurate or false information, (a) you shall be liable to Printful for damages and losses (including but not limited to taxes) arising out of such inaccurate or false information and (b) you shall reimburse such damages and losses (including but not limited to taxes) to Printful, and (c) Printful shall have the right to charge the you for such damages and losses (including but not limited to taxes).

7. Payments and fees

Printful may save your credit or debit card information and use it for all future shipments and charges, which will automatically be charged to the saved card, unless you notify Printful through the Site. When you order a Product, or use a Service that has a fee, you will be charged the current fees, which we may change from time to time (such as when we have holiday sales or offer you a discount of base product prices). We may choose to temporarily change the fees for our Services for promotional events or new Services, and such changes are effective when we post the temporary promotional event or new Service on the Site. The sale will be submitted for processing and you will be charged as soon as you click on the "confirm" button. You will then receive an email from us.

By placing an order through the Site, you are confirming that you are legally entitled to use the means of payment tendered and, in the case of card payments, that you are either the cardholder or have the cardholder's express permission to utilize the card to effect payment. If you have used another person's card without their permission, you are personally liable for, and shall reimburse damages resulting from, the unauthorized use of that card.

In case of an unfounded chargeback, you shall reimburse Printful for its losses, which consist of fulfillment costs and chargeback handling fees (\$15 USD per chargeback).

We may refuse to process a transaction for any reason or refuse Service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of refusing or suspending any transaction after processing has begun.

Unless otherwise stated, all fees and payments are quoted in U.S. Dollars. You are responsible for paying all fees, payments and applicable taxes associated with our Site and Services. After receiving your order you will receive an email from us confirming the details, description, and price for the Products ordered together with some information on your rights to return your goods. Payment of the total price plus taxes and delivery must be made in full before the dispatch of your Products.

Discounts apply to eligible monthly recurring charges before taxes, shipping and other fees. Discounts are awarded only over certain threshold of monthly revenue in the preceding calendar month. These tiers are listed on our Site and are subject to change. Printful at its sole discretion may change, suspend or discontinue these discounts at any time.

8. Local taxes

You are responsible for (and shall charge) all sales taxes, VAT, and other taxes and duties associated with the Products (if and as applicable). If you are located in California or North Carolina, it is required to provide a valid California Resale Certificate or North Carolina Resale Certificate or all orders sent to California/North Carolina are subject to California/North Carolina sales tax rates on top of retail rates.

If you are located in California, California tax rate is calculated as a percentage of retail price when it is

provided to Printful by you. When retail price of goods is unknown, Printful calculates tax rate from Printful price plus 10% in accordance with the California Regulation 1706 if goods are shipped to California, or tax rate from Printful price if goods are shipped to North Carolina.

9. Shipping and returns

Once you have clicked on the "confirm" button, it might be not possible to edit or cancel your order. If you want to change some parameters, Customer addresses, etc., please check whether such an option is available in your account. We are not bound to make such modifications in your order, but we will do our best on a case-by-case basis. Replacement of Products and credits to the Member's account for Products claimed as damaged or not received are subject to Printful investigation and discretion.

The risk of loss and title for such items pass to you upon our delivery to the carrier. It is your (if you are a User) or your Customer's (if you are a Merchant) responsibility to file any claim with a carrier for a lost shipment if carrier tracking indicates that the Product was delivered. In such case Printful will not make any refunds and will not resend the Product.

Printful will review replacement/return requests only if (a) there is a missing or broken Product, or a print error if Printful is at fault and (b) Printful receives a complaint within 30 days from the day the Product was delivered or within 30 days after the estimated delivery date, if the Product is missing.

10. Description of products

Whilst many component parts of our Products are standard, all Products available for purchase are described on their specific page on our Site. We always try to represent each design as accurately as possible via photography and copy points provided by designers, artists or photographers.

We have a policy of continuous Product development so we can provide you with what we consider the best design combined with best performance, and thus reserve the right to amend the specifications of Products, their price, packaging, and any Service associated at any time, without prior notice. Before ordering, we invite you to have a close look at the Product description and design.

We use our best efforts to provide you with the best images and descriptions, but unfortunately cannot guarantee that colors and details in website images are 100% accurate representations of the product, and sizes might in some cases be approximate.

Sometimes during the manufacturing process Products can be damaged, obviously they won't be shipped out to you (your Customers), however they can still be used for charitable purposes. Printful reserves the right to donate all damaged items with full or partial designs to charity and you hereby waive your right to collect royalties or other fees regarding damaged Products that are donated.

11. Purchase of products

Your order represents an offer to us to purchase a Product which is accepted by us once we have sent you an email order confirmation. Any Products in the same order which we have not confirmed in an order confirmation email do not form part of that contract.

Printful shall under no circumstances be held liable for any special losses due to specific circumstances of you and/or Customer, indirect or consequential losses, or wasted expenditure.

Orders are placed and received exclusively via the Site. Before ordering from us, it is your responsibility to check and determine full ability to receive the Products. Correct delivery address and postal code/zip code, up-to-date telephone number, and email address are absolutely necessary to ensure successful delivery of Products.

All information asked on the checkout page must be filled in precisely and accurately. Printful will not be responsible for missed delivery because of a wrong delivery address or an inappropriate phone number. Should you like to ask for a change in the delivery address, phone number, or any other special requirements, please contact Printful.

12. Delivery

We deliver to most places in the world. You shall cover delivery costs. Delivery prices are additional to the Product's price and may vary depending on delivery location and/or sort of Products, and additional charges may be added to the order for remote or difficult to access locations that require special attention. Flat rate delivery charges are shown on our checkout page; however, we reserve the right to advise you of any additional delivery charges that apply to your specific delivery address.

Some Products are packaged and shipped separately. We cannot guarantee delivery dates and accept no responsibility, apart from advising you of any known delay, for Products that are delivered after the estimated delivery date. Flat rate delivery times are shown on the Site. It is only an average estimation, and some delivery can take longer, or alternatively be delivered much faster. All delivery estimates given at the time of placing and confirming order are subject to change. In any case, we will do our best to contact you and advise you of all changes. We try our best to make Product delivery as simple as possible.

Ownership of the Products will only pass to you/Customer when we receive full payment of all sums due in respect of the Products, including delivery charges and taxes.

13. Release

You release us (and our officers, directors, agents, affiliated companies, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. You agree that Printful has no control over and does not guarantee the delivery of the advertised collaborations and that Printful shall

be released from any and all damages resulting from the failure to receive any benefits of an anticipated collaboration.

14. Trademarks

If you use any of our trademarks in reference to our Products or Services, you must include a statement attributing that trademark to us. You must not use any of our trademarks in or as the whole or part of your own trademarks; in connection with activities, Products or Services which are not ours; in a manner which may be confusing, misleading or deceptive; or in a manner that disparages us or our information, products or services (including the Site).

15. Indemnity

You will indemnify and hold Printful (and its officers, directors, agents, subsidiaries, affiliated companies, joint ventures and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party (including your Customer) due to or arising out of your breach of this Agreement, your use (or misuse) of our Services, or your account's infringement of someone else's rights, or your violation of any law or the rights of a third party. We reserve the right to handle our legal defense however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy.

16. Disputes, Law & Jurisdiction

- Governing Law.** This Agreement (including any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims)) are governed by the laws of the State of California, without regard to its conflict of laws rules. These laws will apply no matter where in the world you live or are located.
- Arbitration.** You and Printful agree that any dispute or claim arising from or relating to the Agreement shall be finally settled by final and binding arbitration, using the English language, administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rule in effect at that time (those rules are deemed to be incorporated by reference into this section, and as of the date of this Agreement you can find them here or by calling the AAA at 1-800-778-7879). Arbitration will be handled by a sole arbitrator in accordance with those rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under the Agreement will take place on an individual basis – class arbitrations and class actions are not permitted. You understand that by agreeing to the Agreement, you and Printful are each waiving the right to trial by jury or to participate in a class action or class arbitration. Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator. You may instead assert your claim in "small claims" court, but only if your claim qualifies, your claim remains in such court, and your claim

remains on an individual, non-representative, and non-class basis.

- 3. Costs of Arbitration.** Payment for any and all reasonable AAA filing, administrative, and arbitrator fees will be in accordance with the Consumer Arbitration Rules. If the value of your claim does not exceed \$10,000, Printful will pay for the reasonable filing, administrative, and arbitrator fees associated with the arbitration, unless the arbitrator finds that either the substance of your claim or the relief sought was frivolous or brought for an improper purpose.

17. General

No agency, partnership, joint venture, employee-employer, franchisor-franchisee relationship, etc. is intended or created by this Agreement.

You acknowledge that you have all necessary permits to grant us with Customer's personal data to fulfill this Agreement.

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign this Agreement upon notice to you. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement.

Printful reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.