

Warehousing & Fulfillment

The following terms and conditions (the "Agreement") govern all use of the Warehousing and Fulfillment service (the "Service") and other services available on or at the printful.com website (the "Site"). The Service is owned and operated by Printful Inc. ("Printful"). The Service is offered subject to your (the "User" or "you") 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, Pricing, Return, Privacy Policy and others. If you do not agree to this Agreement, do not use the Service.

By providing the Service Printful receives and stores inventory on the User's behalf. Printful will prepare the inventory ("Products") for shipment directly to the User's customers ("Customers") upon instructions by the User. Printful receives and processes Customer exchanges and returns.

1. Access & Membership

In order to enjoy all the benefits of Printful, the User must register and become a member ("Member"). Membership requires that the User registers on the Site (including filling out all required personal information). The User may opt out of marketing and promotional emails. The User may cancel its membership at any time by canceling online on the Site. To complete registration, the User shall provide an email address and a password. The User may never use another user's Printful account without permission from that user. The User is solely responsible for the activity that occurs on the User's account, and the User must keep its account password secure. The User must notify Printful immediately of any breach of security or unauthorized use of its account. Although Printful will not be liable for the User's losses caused by any unauthorized use of its account, the User 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 and terms at any time, including the availability of any feature or content. Printful may also impose limits on certain features and Services or restrict User's access to parts or all of the Services without notice or liability. The User certifies to Printful that if the User is an individual (i.e., not a corporation), the User is at least 18 years of age. The User also certifies that it is legally permitted to use the Service, and takes 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. The User shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Service by the User following such notification constitutes the User's acceptance of the changes in the terms and conditions.

3. Product restrictions

The User is responsible for observing laws, regulations and rules regarding Products and delivery. The User is prohibited from delivering and selling the following Products: - ILLEGAL, RESTRICTED OR PROHIBITED PRODUCTS (WHETHER IN THE USA OR ANYWHERE ELSE WHERE THE PRODUCT IS TO BE SHIPPED), for instance, explosives, drugs, counterfeit products, hazardous materials, contraband or illegal substances, radioactive elements, etc; - animals, date and temperature sensitive products, perishable products, products without U.S. Food and Drug Administration (FDA) labeling requirements or food and drugs that are not FDA approved, products that are not labeled in English; - prescription medications, hormones, steroids, poisonous, toxic or infectious products and substances, medical specimens, pesticides and herbicides; - weapons, fireworks, fuel, firearms and guns, tear gas, ammunition, military equipment, military and law enforcement equipment; - products that infringe intellectual property rights or are inauthentic.

4. Responsibility and limits

The User is responsible for the manufacture and delivery of Products to Printful and all related costs. Printful is responsible for safekeeping of Products and damages or losses incurred while the Product is in possession of Printful. However, Printful is not liable for any losses or damages caused by the carrier or in the event of non-delivery due to incorrect address provided by the User or Customer. Printful shall under no circumstances be held liable for any special losses due to specific circumstances of the User and/or Customer, indirect or consequential losses or wasted expenditure.

Violation of any part of this Agreement or other rules will result in the termination of the User's Printful account. Without limiting other remedies, we may limit, suspend or terminate our Service and User accounts, prohibit access to our Site, destroy Products, and take technical and legal steps to keep Users off the Site if we think that they are creating problems, possible legal liabilities, or acting inconsistently with the letter and spirit of our policies. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for extended periods of time.

5. Payments and fees

Printful may save Member's credit or debit card information and use it for all future shipments and charges, which will automatically be charged to the saved card, unless the Member notifies Printful otherwise through the Site. When the User uses a Service that has a fee, the User will be charged the current fees at the time, which we may change from time to time. Printful may choose to temporarily change the fees for Services for promotional events or new Services, and such changes are effective when Printful posts the temporary promotional event or new Service on the Site.

By accepting this Agreement, the User is confirming that it is legally entitled to use the means of payment

tendered and, in the case of card payments, that the User is either the cardholder or have the cardholder's express permission to utilise the card to effect payment. Printful may refuse to process a transaction for any reason or refuse Service to anyone at any time at Printful's sole discretion. Printful will not be liable to User or any third party by reason of refusing or suspending any transaction after processing has begun.

Unless stated otherwise, all fees and payments are quoted in U.S. Dollars. The User is responsible for paying all fees, payments and applicable taxes associated with our Site and Services. The User is responsible for all sales taxes (as applicable).

6. Shipping and return

Once the User has clicked on the "confirm" button, it is not possible to edit or cancel the order. If the User wants to change some parameters, like the Customer address, etc., please contact us as soon as possible. Printful is not bound to make such modifications in User's 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's investigation and discretion.

Printful will review replacement/return requests, if the Product is missing or damaged. Printful is not responsible for incorrectly provided Customer names, addresses, etc.

7. Delivery of products

Orders are placed and received exclusively via the Site. Before ordering, it is the Member's responsibility to check and determine full ability to deliver Products. Correct Customer's address and post code/zip code, User's 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 a wrong phone number. Should you like to ask for a change in the delivery address, notify a change in a phone number or have any other special requirements, please contact Printful.

Printful delivers to Customers to most places in the world. Some products are packaged and shipped separately. Printful cannot guarantee delivery dates and accept no responsibility for Products that are delivered after the estimated delivery date, apart from advising the User of any known delay. Standard delivery times are shown on the Site. It is only an average estimation, and some deliveries can take longer, or alternatively be delivered much faster. All delivery estimates given at the time of placing and confirming an 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 delivery of Product as simple as possible.

8. Release

You release us (and our officers, directors, agents, 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.

9. Trade marks

If you use any of our trademarks in reference to our 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).

10. Indemnity

You will indemnify and hold Printful (and its officers, directors, agents, subsidiaries, joint ventures, and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

11. Law and jurisdiction

If a dispute arises between you and Printful, we strongly encourage you to first contact us directly to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

Any dispute or claim arising out of or in connection with Services or subject matter or formation (including non-contractual disputes or claims) must be resolved by a court located in the State of California. Any dispute or claim arising out of or in connection with Agreement or its formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of the State of California.

12. General

No agency, partnership, joint venture, employee-employer, franchiser-franchisee relationship, etc. is intended or created by this Agreement. You acknowledge that you have all the necessary permits to grant us with Customers' 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 that we will take action against all breaches of this Agreement.