

## Graphics Plus/Ridicalis Term and Conditions

### LEGAL CLAIM

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### USE OF THE SITE

*YOU AND YOUR COMPANY UNDERSTAND THAT GRAPHICS PLUS AND ITS AFFILIATES CANNOT AND DOES NOT GUARANTEE OR WARRANT THAT FILES OR OTHER MATERIAL AVAILABLE FOR DOWNLOADING THROUGH THIS SITE WILL BE FREE OF INFECTION OR VIRUSES, WORMS, TROJAN HORSES OR OTHER CODES THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. YOU AND YOUR COMPANY ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO THE SITE FOR THE RECONSTRUCTION OF ANY LOST DATA.*

### 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 Graphics Plus/Ridicalis, are entirely responsible for all Content that you use or send, upload, post or 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 Graphics Plus/Ridicalis or any third party. Graphics Plus/Ridicalis does not control the Content posted by Customers and does not guarantee the accuracy, integrity or quality of the Content. Under no circumstances will Graphics Plus/Ridicalis be liable to you in any way for any Content you may be exposed to that you may find offensive, indecent or objectionable. Products and services, are provided for your personal use only. You agree to abide by these terms of service and not to use these products and services or related messages for any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

### Information Sharing and Disclosure

Protecting personally identifiable information about merchants and consumers is an important part of our business. We will not reveal specific information about customer accounts or other personally identifiable data to unaffiliated third parties for their independent use.

**Disclosure of Privacy Principles** to also track the hyperlink you use to find our website. This information helps us evaluate the effectiveness of our website and improve its content. We may use the information we receive to customize your visit to our website and to design products and services that meet your needs. We may also use the information to communicate with you by e-mail. We have taken a number of steps to keep your personal information secure when accessing our website.

#### **PASSWORDS & SECURITY**

To use certain features of the site, you will need a username and password. You are responsible for maintaining the confidentiality of the password and account and are responsible for all activities that occur under your password or account. You will not provide your username and/or password to any other person. If you or someone within your company does so, you and your company agree to bear all risks and costs for doing so. You agree that you will notify Graphics Plus/Ridicalis immediately if there is an unauthorized use of your password or account or any other breach of security, and will ensure that you exit from your account at the end of each session. Graphics Plus/Ridicalis is not liable for any loss or damage arising from you or your company's failure to protect your password or account information. You and your company agree not to share any content with a non-subscriber.

You agree that you are responsible for protecting your password and controlling access to your registered account. You agree that you will be responsible for all orders placed or other actions that are taken through your registered account.

You acknowledge that Graphics Plus/Ridicalis does not pre-screen Content, but that Graphics Plus/Ridicalis and its affiliates shall have the right (but not the obligation) in their sole discretion to remove any Content that violates the terms of service or may otherwise be objectionable. You further acknowledge and agree that Graphics Plus/Ridicalis 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 terms of service; (c) respond to claims that the Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Graphics Plus/Ridicalis, its users and the public.

#### **GOVERNING LAW**

Graphics Plus/Ridicalis is based in Livermore, California and all transactions take place on Graphics Plus/Ridicalis servers located in Livermore, CA. Any legal action or proceeding relating to or arising from your access to or use of this Site shall be instituted in Livermore, CA. You agree to submit to the jurisdiction of Livermore, CA courts and agree that venue in these courts is proper in any such legal action or proceeding.

#### **LIMITATION OF LIABILITY**

In no event shall Graphics Plus/Ridicalis or its licensors, suppliers, or vendors, their officers, directors, employees, or agents, be liable for any special, incidental, indirect, or consequential damages of any kind, or for any damages whatsoever resulting from loss of use, data or profits, whether or not Graphics Plus/Ridicalis has been advised of possibility of the damage, arising out of or in connection with the use or performance of the site or of failure to provide services that you order from Graphics Plus/Ridicalis or its affiliates, including without limitation, damages arising from mistake, omission, virus, delay, or interruption of service. In no event shall Graphics Plus/Ridicalis be liable or responsible for any damages or consequences arising from or related to your inappropriate or unauthorized use of the site or its content.

#### **INDEMNITY**

You agree that you shall indemnify and defend Graphics Plus/Ridicalis and all parties from whom Graphics Plus/Ridicalis has licensed portions of Content, and their directors, officers, and employees, against all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses arising out of or related to (i) your breach of these Terms of Use or (ii) any suit, claim, or demand arising from or relating to any text, photograph, image, graphic or other material you incorporated into Products.

#### **DESIGNING FILES**

Graphics Plus/Ridicalis does not provide any design files

#### **CUSTOMER SUBMITTED ARTWORK OR GRAPHICS**

All artwork or designs and images must be provided in CMYK or pms format. Graphics Plus/Ridicalis is not responsible for any color shift that occurs in conversions from RGB to CMYK color modes.

All artwork, designs and images must be provided in minimum of 350 DPI and CMYK color mode. Graphics Plus/Ridicalis is not responsible for images printed as fuzzy, distorted or pixilated due to customer provided artwork. Graphics Plus/Ridicalis may create with agreement and contract newly created designs. Graphics Plus/Ridicalis is not responsible for any copyright issues or infringement of trademark or service mark issues.

## **COLOR PROOFING & MATCHING**

Graphics Plus/Ridicalis is not liable for color matching, text accuracy layout once artwork is approved. Graphics Plus/Ridicalis will try it's best to match the gradient density of each color, Graphics Plus/Ridicalis is not liable for the final appearance of a color.

## **ORDER APPROVAL**

Customer is fully responsible for final proof and layout approval prior to the printing process.

Graphics Plus/Ridicalis is NOT LIABLE for errors in a final product caused by any of the following reasons: Misspelling, Graphics, Bleeds, Grammar, Damage Fonts, Punctuation, Wrong cuts, Incorrect or Missing Folds, Finished Product Size INDEMNITY.

## **ORDER CANCELLATION**

Graphics Plus/Ridicalis will be happy to help you cancel your order prior to Approval. However, orders may be eligible for cancellation upon request via email. Our Customer Service Team will inform you of any cancellation charges depending on the stage of the order. If job is canceled any labor hours (proof, graphics design, etc.) or administrative fees (credit cards fees, etc.) will be subtracted from your refund. Minimum is \$15 ( 15%-30% of total transaction )  
Once the order has been placed successfully, No Refunds are issued for the Logo, and Graphic design services.

## **RETURNS AND REFUNDS**

Since each order is unique to customer and has no re-sale value, All Sales Are Final.

Customer must notify Graphics Plus/Ridicalis within 6 business days of order acceptance to notify any defects discovered in the ordered product. In order to receive replacement Customer must return 100% of the received product within 15 days (on their own expense) from the time when the ordered product delivery was taken.  
All charges related to expedite printing (Rush Printing or Shipping) are NOT REFUNDABLE, including for those orders that are returned for any reason.

## **ORDER SHIPPING AND DELIVERY**

Graphics Plus/Ridicalis will always act to make sure that any production difficulties do not delay delivery schedules. In no case shall Graphics Plus/Ridicalis be liable for any consequential or damages resulting from any delay in shipment or delivery.

All Graphics Plus/Ridicalis customers agree not to hold Graphics Plus/Ridicalis liable for delays in shipments caused by weather conditions, shipping company delays, international customs issues or any other circumstances beyond Graphics Plus/Ridicalis direct control. Graphics Plus/Ridicalis shipment and delivery dates are calculated based upon estimates provided by our suppliers.

Graphics Plus/Ridicalis will always act to make sure that delivery schedules are met. However, unexpected equipment failure, malfunction and or technical problems may delay the printing process. In case of delay caused by technical difficulty, rush charges/fees will be refunded or waived where applicable. However, technical difficulty will not be the grounds for order cancellation.

## **SHIPPING ERRORS & LOST PACKAGES**

Lost or damaged claims can only be filed for shipments over \$50.00 in value and can only be done after 30 days from package shipment. Graphics Plus/Ridicalis is not responsible for 3rd party shipping errors, omissions or damaged shipments.

## **CUSTOMER SUPPLIED INCORRECT ADDRESS**

When a package is not delivered due to an error made by the customer in submitting the proper shipping address, Graphics Plus/Ridicalis will reship the package with corrected address and charge an additional shipping fee for the shipment.

As Graphics Plus/Ridicalis services and products evolve, we may revise this policy, so please check back frequently.

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