

## TERMS AND CONDITIONS

Welcome to our Website (our or the "Website"). We provide our Website as a service to our customers. Please review the following basic rules which constitute our "Terms of Use & Legal Notices," which govern your use of our Website. By using our Website you agree to be bound by the terms and conditions set forth below, and our [Privacy Policy](#) and all disclaimers or other terms and conditions that appear elsewhere on our Website (collectively the "Agreement"). Your use of our Website constitutes your agreement to follow and be bound by the Agreement. ***If you do not agree to be bound by the Agreement, please do not use our Website.*** Although you may "bookmark" a particular portion of our Website and thereby bypass the Agreement, your use of (or clicking onto) any portion or page of our Website still binds you to the Agreement. Since we may revise the Agreement at any time, we recommend that you visit these pages periodically to review the Agreement.

### Order Cancellation Policy

Orders that are cancelled are subject to a \$25.00 cancellation fee.

- **NO REFUND** — There will be no refunds of any kind **AFTER** a proposal/job has been approved.

ALL REFUNDS WILL BE IN THE FORM OF IN-HOUSE CREDIT!

Other fees may be incurred in special circumstances.

### General Information

Turnaround time begins after receipt of final proof approval. Final approval will only be accepted in written format. No verbal approvals will be accepted. Job is considered complete if within +/- 5%. Quoted prices do not include any shipping, handling or sales taxes (if applicable). Prices subject to change without notice. **All jobs require payment in full upon acceptance of order.** Unless other payment terms have been previously arranged and account is up to date, your credit card will be charged upon placement of order.

### Right Of Refusal

We reserve the right to refuse service or products to any person or organization.

### Turnaround Time

Although we make every possible effort to turn jobs around in the estimated times offered, your job may require more time due to unforeseeable or uncontrollable circumstances or finishing services added onto the job. We will not credit customers if a job runs past the estimated turnaround time. **TURNAROUND TIMES ARE AN ESTIMATE, NOT A GUARANTEE!**

### Proprietary Rights

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## Security

Tampering with our Website, misrepresenting the identity of a user, using buying agents or conducting fraudulent activities on our Website are prohibited. Users are prohibited from violating or attempting to violate the security of our Website, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) using our Website for unintended purposes or trying to change the behavior of our Website; (c) attempting to probe, scan or test the vulnerability of a system or network or breach security or authentication measures without proper authorization; (d) attempting to interfere with service to any user, host or network, including without limitation via means of submitting a virus to our Website, overloading, "flooding," "spamming," "mailbombing" or "crashing"; (f) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability; or (g) forging communications on behalf of our Website (impersonating our Website), or to our Website (impersonating as a legitimate user). Sending unsolicited and unauthorized e-mail on our behalf, including promotions and/or advertising of products or services, is expressly prohibited. You agree not to use any device, software or routine or data to interfere or attempt to interfere with the proper working of our Website or any activity being conducted on this site. You agree, further, not to use or attempt to use any engine, software, tool, agent, data or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search our Website other than the search engine and search agents provided by us (if any) or by generally publicly available and acceptable browsers. If and when requested, you agree to provide true, accurate and complete user information to us, and to refrain from impersonating or falsely representing your affiliation with any person or entity.

## Kids' Privacy

Our Website is intended for use by individuals 13 years of age or older. Our Website is not directed to children under the age of 13. Users under the age of 13 must use the assistance of a parent or guardian before they use or visit our Website.

## Errors, Corrections and Changes

Occasionally there may be information on our Website that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability. We reserve the right (and we will use commercially reasonable efforts) to correct any errors, inaccuracies or omissions. Additionally, we reserve the right to change or update information at any time without prior notice.

## Information & Content You Submit to Us

By using our Website, you agree that any information (except for purchase information as applicable), materials, suggestions, ideas or comments you send to us or any other third party using our Website is not confidential. By submitting any solicited or unsolicited information using our Website, you grant to us and our affiliates an irrevocable and unrestricted license to use, modify, reproduce, transmit, display and distribute such materials, information, suggestions, ideas or comments for any purpose whatsoever, to the extent permitted by law.

## Indemnity

You agree to indemnify, defend and hold us harmless, its partners, affiliates, subsidiaries and suppliers from any liability, loss, claim and expense (including attorneys' reasonable fees) related to your violation of this Agreement.

## Third Party Websites & Links

Our Website may contain links to other Websites that are not under our control ("Third-Party Websites"). We provide links solely for the convenience and information of our Website users. We do not warrant or make any representation about the substance, quality, functionality, accuracy, fitness for a particular purpose, merchantability or any other representation about any Third-Party Website or its content. A link to a Third-Party Website on our Website does not constitute sponsorship, endorsement, approval or responsibility for any Third-Party Website. We make no representation or warranty as to any products or services offered on any Third-Party Website. The conditions of use and privacy policy of any Third-Party Website may differ substantially from the Terms of Use and Legal Notices that apply to your use of our Website. Please review the conditions of use for all Third-Party Websites for more information about the terms and conditions that apply to your use of Third-Party Websites.

## Applicable Law & Other Terms

Our Website is created, operated and controlled in the state Washington, in the United States of America. The laws of the State of Washington will govern the Agreement without giving effect to any principles or conflicts of laws. You hereby consent to the exclusive jurisdiction and venue of courts sitting in Washington, County of Pierce in all disputes arising out of or relating to the use of our Website. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and us with respect to our Website, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to our Website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

LawClick, Inc.

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