

## TERMS OF USE

This Terms and Conditions of Use Agreement (“Terms of Use”) is a legal agreement between Handago LLC, a Minnesota limited liability company whose notice address is contained below and/or any of its affiliates (“Handago”) and each user who has completed the registration process, provided information and/or is using the Handago website (“User”) located at the domain name WWW.HANDAGOINFO.COM (“Website”). If User does not agree to these terms, do not use the services provided by this Website.

By using this Website; visiting or shopping with Handago; or utilizing any service or business offered by Handago, you accept these conditions. Please read them carefully. You may print these Terms of Use at any time by clicking on the “Terms of Use” link contained on the Website.

## TERMS

Handago provides the Website and various related services subject to User’s compliance with this Terms of Use and all the terms, conditions and notices contained or referenced herein, as well as any other written agreement between Handago and User and any posted guidelines or rules applicable to such services or materials that may contain terms and conditions in addition to those in this Terms of Use that are incorporated by reference (“Terms of Use”).

## ACKNOWLEDGEMENT

BY COMPLETING THE REGISTRATION PROCESS AND/OR USING THIS WEBSITE, USER AGREES TO BE BOUND BY THESE TERMS OF USE. IF USER DOES NOT WISH TO BE BOUND BY THESE TERMS OF USE, PLEASE EXIT THE WEBSITE NOW. USER’S REMEDY FOR DISSATISFACTION WITH THIS WEBSITE, OR ANY PRODUCTS, SERVICES, CONTENT OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS WEBSITE, IS TO STOP USING THE WEBSITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. USER’S AGREEMENT WITH HANDAGO REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF USER’S USE OF THIS WEBSITE.

Handago reserves the right to change these Terms of Use from time to time without notice to User. User acknowledges and agrees that it is User’s responsibility to review this Website and these Terms of Use periodically and to be aware of any modifications. User’s continued use of this Website after such modifications will constitute User’s acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use. If any of these conditions are deemed invalid, void, or for any reason unenforceable, that condition is deemed severed and does not affect the validity and enforceability of any remaining condition.

Handago reserves the sole right to modify or discontinue the Website, including any features included, at any time with or without notice to User. Handago shall not be liable to User or any third party if Handago chooses to exercise such right. Modifications may include, without limitation, changes in the pricing structure, the addition of fee-based services or changes to limitations on allowable file sizes. Any new features that augment or enhance the services on the Website are also subject to the Terms of Use.

The Website is provided "AS IS" with no warranty of any kind associated with the performance of the Website.

## PRIVACY

Subject to any applicable Handago's privacy policy, User is solely responsible for the contents of any of User's communications submitted, transmitted, displayed, posted or shared through the Website or to Handago, whether by electronic mail or other means, for any reason ("User Data"). All User Data will be treated as non-confidential and non-proprietary. Unless otherwise established, User retains all rights in the User Data and grants Handago and its designated licensees a non-exclusive, royalty free perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, commercialize and otherwise use such User Data for any purpose, regardless of the form or medium, whether now known or not currently known, in which it is used. User is responsible for ensuring no User Data is confidential, proprietary or in any way related to an unsolicited idea or proposal and User waives any allegation claiming otherwise.

User represents and warrants that User owns or otherwise controls all of the rights to the User Data; that the User Data is accurate; that use of the User Data does not violate this policy and will not cause injury to any person or entity; and that User will indemnify Handago for all claims related to the User Data.

By including an email address to Handago, User consents to receive electronic communications from Handago. Handago will communicate with User by e-mail or by posting notices on this Website. User agrees that all agreements, notices, disclosures and other communications that Handago provides to User electronically, satisfies any legal requirement that such communications be in writing. User further agrees that by supplying the User's e-mail to Handago, User consents to receiving e-mail communication from Handago.

## CONDUCT

User's use of the Website is subject to all applicable laws and regulations. User agrees not to upload, share, post, or otherwise distribute or facilitate distribution of Content (defined below) that is, or is used, in a manner that is "Objectionable," including, without limitation, displaying any Content that is illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights or otherwise injurious to third parties, consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam," includes a false e-mail address, impersonates any person or entity or otherwise misleads as to the origin of a card or other content. Handago reserves the right, but not the obligation, to remove or edit such content, but does not regularly review posted content. Handago reserves the right, in its sole discretion, to reject, refuse to post or remove any User Data, or to restrict, suspend or terminate User's access to all or any part of the Website at any time, for any or no reason, with or without prior notice, and without liability. User agrees not to solicit, for commercial purposes, any other users of the Website with respect to their user data and/or the Content.

## INTELLECTUAL PROPERTY

“Content” is defined as including, without limitation, information, content, design, compilation, magnetic translation, digital conversion organization, communications, software, photos, video, graphics, music, sounds and other material and services that relate to the Website or that can be viewed by Users on the Website including, without limitation, message boards, chat, other original content, text, communications, software, images, sounds, data, User Data, registration data or other information submitted by User or other users of the Website.

By accepting the Terms of Use, User acknowledges and hereby agrees that unless expressly stated otherwise, all Content is solely owned and the property of Handago and/or its Affiliates and protected by copyrights, trademarks, service marks, patents and/or other proprietary rights and laws including, without limitation [www.Handago.com](http://www.Handago.com), Handago, LLC, Handago and all other names, trademarks, service marks, logos, commercial symbols and styles used by Handago in providing its products and/or services (collectively referred to as “Intellectual Property Rights”).

User is granted a nonexclusive revocable limited license to access and make personal use of the Website and not to download (other than page caching), except with express written consent of Handago. User is granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of Handago so long as the link does not portray Handago, or its products or services in a false, misleading, derogatory, or otherwise offensive matter.

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Neither Handago nor the Affiliates warrant or represent that User's use of the Content or any other materials displayed on, or obtained through, the Website will not infringe the rights of third parties.

#### USE OF MATERIALS

User acknowledges the value of both Handago's Intellectual Property Rights and the intellectual property rights of others. If at any time the User believes its copyright, trademark or other property rights have been infringed by a posting on the Website, the User shall immediately send notification to Handago's "Designated Agent" that is identified below.

#### DESIGNATED AGENT

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Sec. 512(c), Handago's Designated Agent for notice of claims of copyright infringement can be reached as indicated below. Service of repeat infringers of copyright or of users about who repeat claims of copyright infringement are received will be terminated.

Designated Agent for Claimed Infringement:

General Counsel of Handago

Name

address

telephone number

<http://www.Handagoinfo.com>

User acknowledges and agrees that upon receipt of a notice of a claim of copyright infringement, Handago may immediately remove the identified materials from the Website without liability to User or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

#### PRODUCT DESCRIPTIONS

Handago attempts to be as accurate as possible. However, Handago does not warrant that product descriptions or other content of this website is accurate, complete, reliable, current, or error-free. If a product offered by Handago itself is not as described, User's sole remedy is to return the product in unused condition.

#### THIRD PARTY SITES AND INFORMATION

The Website may link User to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and

parties are not under Handago's control, and User acknowledges that Handago is not responsible for the accuracy, copyright compliance, legality, decency or any other aspect of the content of such sites, nor is Handago responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference does not imply endorsement of, or association with, the site or party by Handago.

#### DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THIS SITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO USER THROUGH THIS WEBSITE ARE PROVIDED BY HANDAGO ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. HANDAGO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO USER THROUGH THIS WEBSITE, UNLESS OTHERWISE SPECIFIED IN WRITING. USER EXPRESSLY AGREES THAT THE USER'S USE OF THIS WEBSITE IS AT USER'S SOLE RISK.

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CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Through User's use of the Website, User may have the opportunities to engage in commercial transactions with other users and vendors. User acknowledges that all transactions relating to any merchandise or services offered by any party, including, but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the seller or purchaser of such merchandise and services and User.

HANDAGO MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THE WEBSITE, AND USER UNDERSTANDS AND AGREES THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT USER'S OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY CONTENT, PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THE WEBSITE IS PROVIDED SOLELY BY SUCH THIRD PARTY OR THROUGH A SEPARATE

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SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO USER.

#### INDEMNIFICATION

Upon a request by Handago, User agrees to indemnify, defend and hold Handago and Handago's Affiliates harmless from all liability, loss, claim and expense, including attorney's fees, related to User's violation of the Terms of Use or misuse of the Website. Handago hereby reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by User, in which event User will cooperate with Handago in asserting any available defenses.

#### PRIVACY POLICY

Handago's privacy policy contained on the Website, as it may change from time to time, is a part of the Terms of Use. User is solely responsible for reviewing the privacy policy incorporated into this Terms of Use.

#### INTERNATIONAL USE

Although the Website may be accessible worldwide, Handago makes no representation that materials on the Website are appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited. Users who access the Website from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, services and/or information made in connection with this Website is void where prohibited.

#### TERMINATION OF USE

User agrees that Handago may, in Handago's sole discretion, terminate or suspend User's access to all or part of the Website with or without notice and for any reason, including, without limitation, breach of the Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating User's relationship and may be referred to appropriate law enforcement authorities. Upon termination or suspension, regardless of the reasons therefore, User's right to use the Services available on the Website immediately cease and User acknowledges and agrees that Handago may immediately deactivate or delete User's account and all related information and files in User's account and/or bar any further access to such files or the Website. Handago is not liable to User or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by Handago in connection therewith.

#### ASSIGNMENT

This Terms of Use and all incorporated agreements may be automatically assigned by Handago in its sole discretion. User may not resell, assign or transfer any of its rights or obligations under the Terms of Use, in whole or in part, without Handago's prior written consent and any attempt to so resell, assign or transfer will be null and void.

#### ATTORNEYS' FEES

In any action, formal or informal, initiated by Handago to enforce the Terms of Use, Handago will be entitled to costs and attorneys' fees.

#### INTERPRETATION

If a court finds any provision of the Terms of Use invalid or unenforceable, the remainder of the Terms of Use shall be interpreted so as to best affect the intent of the Parties or the Parties agree that the maximum period or scope legally permissible under such circumstances will be substituted for the period or scope stated herein.

#### AMENDMENT

The Terms of Use may be amended at any time by Handago without specific notice to User. The latest Terms of Use will be posted on the Website, and User should review this Terms of Use prior to using the Website. No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these Terms of Use, shall be binding on Handago without the Handago's written consent.

#### ABILITY TO ACCEPT TERMS OF USE

User affirms that User is either more than 18 years of age, or an emancipated minor, or possesses legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use.

#### APPLICABLE LAW

By using the Website, User agrees that the laws of the state of Minnesota, without regard to principles of conflict of laws, will govern these Terms of Use and any disputes relating in any way to Handago or to products or services sold or distributed by Handago and both Handago and User submit to the exclusive personal jurisdiction and venue of the state or federal court in Hennepin County, Minnesota.

#### WAIVER

The failure of Handago to insist upon the performance of any of the terms or conditions of the Terms of Use or to exercise any right thereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right.

#### REGISTRATION DATA

In order to access some of the services on the Website, User will require a separate account, password and/or other information and data provided to Company in connection with the use of the Website ("Registration Data"). By registering, User agrees that all information provided in the Registration Data is true and accurate, the User is at least eighteen (18) years of age and that User will maintain and update this information as required to keep it current, complete and accurate. User grants Company the right to disclose to third parties certain Registration Data about User in accordance with any privacy policy included on the Website, which is specifically incorporated by reference into the Terms of Use.

User is solely responsible for maintaining the confidentiality of User's password and account and for any and all statements made and acts or omissions that occur through the use of User's password and account, including any mail sent and any charges incurred. Therefore, User must take steps to ensure that others do not gain access to User's password and account. Company's personnel will never ask User for User's password. User may not transfer or share User's account with anyone and Company reserves the right to immediately terminate User's account in the event of any unauthorized transfer or sharing. User must notify Handago immediately of any breach of security or unauthorized use of User's account. User accepts liability for any losses suffered by Handago or other users due to User's unauthorized use.

Each registration is for User's personal use only and not on behalf of any other person or entity. Company does not permit (a) any other person using the registered sections under User's name; or (b) access through a single name being made available to multiple users on a network. User is responsible for preventing such unauthorized use.

## ORDERS

Any orders placed on this Website by a User are not deemed to be accepted by Handago until the order has been fulfilled or an invoice and confirmation of delivery have been provided by Handago, whichever is sooner ("Order"). The Order form or invoice may contain additional terms of payment, which shall be deemed incorporated herein by reference.

## ORDER CHANGES / CANCELLATIONS

Handago will make every effort, upon User's written request, to change or cancel an Order. If the Order has not yet started the production process, no additional change or cancellation fees will be applied. Handago reserves the right to assess any additional fees accrued as a result of a cancellation, regardless of the type of fee it may be. If an Order has begun production, unfortunately, Handago cannot stop or change the order. User is responsible for all Fees if the Order has begun production.

## ACCEPTANCE

Products shipped in accordance with an Order shall be subject to acceptance by User within ten (10) business days of receipt of shipment ("Inspection Period"). User must promptly inform Handago in writing of any product is believes is non-conforming, any shortages in the Order, any products shipped in error or any other request for return by the User before the expiration of the Inspection Period ("Request for Return"). Upon receipt of a Request for Return, Handago, at its sole discretion may either



approve the Request for Return in writing (“Approved Return”) or reject the Request for Return, but not to be unreasonably withheld by Handago. Products received with no Request for Return during the Inspection Period shall be deemed accepted.

Company will not issue an Approved Return for User errors, including, but not limited to typos, incorrect file submission, duplicate orders, misunderstandings of turnaround time, slight color variances within four color (CMYK) industry standards for pleasing color, disregard for cutting and folding tolerances within stated limits on the Website, undeliverable packages, blank submissions, borders incorrect image orientation, crop marks, hard to read text and images, missing logos, mini images, images that are not full bleed, colors that are out of gamut, designs that are outside of our stated safe zone and pixelated files.

#### PAYMENT OF FEES

Fees due by the User for using certain services, purchasing products or placing Orders are set out in a separate membership agreement, invoice, described elsewhere in the Website or stated during a transaction on the Website are the sole responsibility of the User and due by User to Handago (“Fee”). Any such agreement is incorporated by reference. If User incurs a Fee, User agrees to pay all Fees when due, including, without limitation at the time of placing an Order. Company will bill all Fees to User’s credit card or other automatic payment option available and provided to Company by User. User agrees to provide Company with accurate and complete billing information, including valid credit card information, User’s name, address and telephone number and to provide Company with any changes in such information within five (5) calendar days of the change. If, for any reason, User’s credit card company refuses to pay the Fee, User agrees that Company may require User to pay any unpaid amount due upon demand (“Default”) by other means acceptable to Company. If legal action is necessary to collect any Fees due, User agrees to reimburse Company for all expenses incurred to recover Fees due, including collection agency fees, attorney fees and other expenses.

A credit check may be performed based upon information submitted with your Order profile, and an appropriate limited line of credit may be established at Handago’s sole discretion. User hereby authorizes Handago and its Affiliates, including, but not limited to any collection agency hired to collect any Default amounts, to obtain credit information from User for any purpose. Handago will notify User of any denial or approval of User account. In the event that User does not meet Handago’s minimum credit requirements, there may be other options available to User, in which case Handago will contact User to discuss those options.

User agrees to pay Handago sales tax or other taxes imposed on the sale of goods or provide Handago with acceptable tax exemption certificate. Additional freight charges billed to Handago due to audits per ICC regulations or other delivery fees will be billed to User. Proof of certification should be mailed to: Handago, LLC, 2868 Westway Dr. Unit A, Brunswick, OH 44212 or faxed to (330) 273-1411.

A 1.5% monthly finance charge or the maximum permitted by law, whichever is lower, may be assessed against all Default accounts.

## DELIVERY

Orders placed with Handago will be delivered in accordance with any order terms provided by Handago. User will pay all shipping charges for items ordered and returned. Shipping charges are subject to change without prior notification to User.

Handago is not to be accountable for delays in delivery occasioned by acts of God or other circumstances over which Handago has no direct control. Factory shipment or delivery dates are the best estimates, and in no case shall Handago be liable for any consequential or special damages arising from any delay in delivery.

## RISK OF LOSS

The risk of loss and title for any Orders shall pass to User upon our delivery to the carrier.

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