

# Terms and Conditions

IMPORTANT! THIS AGREEMENT IMPOSES LEGAL OBLIGATIONS UPON YOU AND SHOULD BE READ CAREFULLY.

Welcome to TSHIRTGANG.COM (the "Website"), a website owned and operated by 1789840 Ontario Inc., a corporation incorporated under the laws of the Province of Ontario, Canada ("Tshirtgang", "us" or "we"). We provide this Website and all related products and services (collectively, our "Services") to you subject to your acceptance to these Terms and Conditions (this "Agreement"), our Privacy Policy and the other terms and conditions published on the Website. For the purposes of this Agreement "you" shall collectively refer to yourself and all other entities for which Services will be performed. By using our Services in any way, including placing an order for a product or viewing a page on our Website, you acknowledge that you have read, understand and agree to be bound by this Agreement. Before you continue, please save a copy of this Agreement.

We have the right, in our sole discretion, to modify, add or remove any provision contained in this Agreement (each a "Change") at any time. We will notify you of a Change by posting a notice on the Website. A Change is effective immediately upon such posting. You agree to review this Agreement on a regular basis. You further agree that your use of the Website constitutes your acceptance of all Changes made up to such date. If you do not agree with this Agreement, or to a Change made to this Agreement, your sole and exclusive remedy is to discontinue using the Services.

This Agreement was last modified on and is effective as of: October 3, 2014.

## 1. OUR SERVICES

Our Website and Services allow you to express your creativity by providing you with control of the tools necessary to easily create custom t-shirts and other products ("Goods").

Please note that we are only a logistics and fulfillment partner and are not directly involved in the screening, designing or production of Goods. Similarly, we are not privy to nor directly involved in the transactions between the creators and buyers of Goods (including transactions facilitated using our hosted storefronts). As a result, we have no control over the quality, safety, morality or legality of any aspect of the Goods produced or listed for sale using our Services or Website. If you are a buyer or potential buyer of Goods please contact the seller for any questions you may have with respect to the Goods, including design, production or shipment questions.

You agree that as an order fulfillment company, we are not responsible or liable for any content incorporated into or on any Good, including, text, images, graphics, photographs, designs, trademarks, or other information or content ("T-shirt Content"). You further agree that we are not responsible for any data, text, image, graphic, photograph, design, trademark, profile, audio, video, link or other content ("User Content") posted by you, or others, on our Website or servers.

## 2. CONDITIONS OF USE

We provide you with access to our Website and Services subject to the following terms and conditions:

**Age and Authority:** Our Services are only available to, and may only be used by, individuals who are at least 18 years of age and who can form legally binding contracts under applicable law. Individuals under the age of 18 must use our Services under the supervision of an adult parent or legal guardian. In all such cases, the adult is the user and is responsible under this Agreement. If you are using our services on behalf of a corporate entity, you represent and warrant that you have the authority to bind that entity.

**Compliance with Intellectual Property Rights:** We respect your creative freedom. We also respect the intellectual property rights of others and expect that you will do the same when using our Services. Accordingly, we offer you our Services on the condition that you hereby agree to be solely responsible for all T-shirt Content that you incorporate into Goods and all User Content that you upload on our Website or servers. You agree that you will not incorporate any T-shirt Content into any Good or upload any User Content onto the Website or our servers unless and until you have obtained valid authorization from the appropriate owner of such content.

**Compliance with Rules and Laws:** In addition to the other conditions and covenants contained in this Agreement, you hereby agree that:

- **Prohibited Conduct:** You will not use our Services in any manner:
  - To libel or defame any person or infringe the copyright, trade mark, patent, trade secret, right of privacy, rights of publicity, moral right or any other legal right of any person;
  - To access, or attempt to access, any page of the Website or our servers for which you have not been granted access and permission;
  - To engage in any activity that interferes with or disrupts the Website, or the servers and networks connected to the Website;
  - To post any User Content that is false, inaccurate or misleading;
  - To reproduce, duplicate, copy, sell, resell, visit, or otherwise exploit any content appearing on the Website (including, but not limited to, text, graphics, pictures, logos, icons, buttons, patterns,

background, images, software, audio and/or video, and their selection and arrangement) (collectively, the "Site Content") for any commercial purpose; or,

- That is offensive, unlawful, harassing, libelous, threatening, harmful, obscene, malicious or otherwise objectionable.
- Compliance with Laws: You agree and warrant that your use of our Services will at all times be in compliance with all applicable rules, regulations and laws (including the laws relating to the intellectual property rights of others, hate propaganda and export and import restrictions).
- Compliance with our Billing Policy: You agree to pay all fees and applicable taxes associated with using our Services and relating to the sale of your Goods to third parties. Such fees are set out on our Website. You agree to pay all amounts due in full within 14 days.
- Compliance with this Agreement: You agree to abide by all of the terms, conditions, operating rules, policies and procedures contained in this Agreement and/or that may be published from time to time on the Website. In addition to the foregoing, you agree to abide by all of the terms and conditions containing in the following policies (all of which are incorporated into and form a part of this "Agreement").
  - Our Privacy Policy accessible at <http://www.tshirtgang.com/privacy>
  - Our Online Shop & Listing Policy and our Payment & Shipping Policy, both set out in this Agreement below, and
  - Our Infringement Take-Down Policy accessible at <http://www.tshirtgang.com/copyright>

### 3. REPRESENTATIONS AND WARRANTIES

By using our Services in any way, you warrant to us that you:

- Are 18 years of age, or older (if you are an individual);
- Have the right to enter into this Agreement and allow us to perform the Services and have the right to grant the licenses set out in this Agreement;
- Are not barred from visiting the Website or ordering Goods under the laws of the jurisdiction in which you are located; and
- Will provide true, accurate, current and complete information about yourself as prompted in any order form on the Website.

### 4. LICENSE BY TSHIRTGANG

We hereby grant you a limited, non-transferrable, non-exclusive, non-assignable, revocable license to use the Website solely to:

- Access and navigate the Website pages for which you have been provided access and permission;
- Place orders, purchase and pay for Goods; and

- Download one copy of Site Content to which you have legitimately been provided access, for your personal, non-commercial home use only, provided that you keep intact all copyright and other proprietary notices.

If you breach this Agreement, we reserve the right to immediately terminate the aforementioned license granted to you. Moreover, your breach of this Agreement may also violate applicable laws (including, but not limited to, copyright and trade mark laws, and applicable communication regulations and statutes).

Unless explicitly stated herein, nothing in this Agreement is to be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise.

## 5. LICENSE BY YOU

By supplying us with T-Shirt Content or User Content, you warrant that you have the appropriate authority over such T-Shirt Content and/or User Content and you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable right to exercise the copyright, publicity and database rights you have in the T-Shirt Content and/or User Content, in any media now known or not currently known. For certainty, you agree to allow us to copy, exhibit, modify, create derivative works and vectorize your T-Shirt Content for the purpose of fulfilling an order sent by you or on your behalf. You also agree to allow us to store, translate, re-format and display your User Content and T-Shirt Content on our servers or Website in any way we chose.

## 6. PAYMENT & SHIPPING POLICY.

Unless otherwise stated, we ensure that the Goods ordered by you are shipped worldwide via regular air mail from the applicable third party production facilities within 1-3 days of your payment being received. If you are within North America, you should allow 4-10 business days for the arrival of your ordered Good. International buyers should expect their ordered Goods within 8-25 business days. We accept no responsibility for shipping delays however so caused (including delays caused by strikes, customs or bad weather conditions).

Unless otherwise stated, all prices on the Website are in US dollars. We do not accept money orders or personal checks.

Make sure that you enter the exact billing address when entering your credit card information or your order may not be processed.

## 7. PRODUCT INFORMATION

All of T-Shirts ordered through our Website are brand new and are made with 100% pre-shrunk cotton. You should wash these shirts in cold water with similar colours, and dry on low heat in order to minimize shrinkage and colour bleeding.

We attempt to describe all Goods as accurately as possible. However, we do not warrant that product descriptions on the Website are accurate, complete, reliable, current, or error-free.

Any Goods that you purchase are subject to all terms and conditions relating to such purchase and that are provided to you from time to time (including, but not limited to, all terms and conditions posted during checkout and all terms and conditions delivered to you, in any manner or form, in connection with any Goods purchased).

## 8. ONLINE SHOP & LISTING POLICY

Subject to the terms of this Agreement, we may offer you the ability to establish a website storefront via a sub domain of the Website (or a domain managed by a third party domain registrar) and hosted on our servers (collectively, your "Shop"). You are solely responsible for ensuring that your Shop complies with all rules and laws (including the terms and conditions contained in this Agreement). You also agree to comply with all rules and policies of our third party web service providers, as such rules and policies are made available to you.

You acknowledge that we make no promise or warranty as to up-time, availability, security, the backing up of data or the bandwidth of your Shop.

You shall be solely responsible for the implications of your Shop being available on the Internet and any and all items, statements or other content transmitted through your Shop, even if transmitted by someone else, and you hereby agree to indemnify and defend us and our officers, directors, employees, subsidiaries, affiliates and agents (including our third party service providers), against all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses, arising out of or related to your Shop.

By listing a Good for sale on your Shop, you agree that all aspects of that Good must comply with our published policies. You also agree to accurately describe your Good on your Shop and clearly set out the terms of the sales of your Goods (including the terms of shipping, returns and payment). You must create Shop policies in good faith and must abide by all policies created. The policies applicable to your Shop must comply with the terms of this Agreement. You acknowledge and agree that we reserve the right to require you to modify a policy relating to your Shop or the sale of Goods marketed on your Shop.

As part of a transaction, you may obtain personal information from users of our Services. You agree that you will not use this personal information for any other purpose but for that transaction or the purposes for which such information was given.

We may, but are not obligated, to monitor, intercept and disclose the content or activity on your Shop.

## 9. WEBSITE ACCESS

If you do not comply with this Agreement, we have the right to block or terminate your access to the Website/Service or any part thereof without notice to you. We are not liable to you, or to any third party, for any loss that results from the blocking or termination of such access. You acknowledge that we reserve the right, in our sole discretion, to modify or discontinue our Website/Service or any part thereof with or without notice at any time for any reason, and we will not be responsible or liable in such event.

You agree that you are solely responsible to protect your Website credentials (including username and passwords) and you agree to immediately report any compromises relating to your account immediately.

## 10. UNLAWFUL ACTIVITY

We reserve the right to investigate complaints or reported violations of these terms of use and to take any action we deem appropriate (including, but not limited to, reporting such activity to law enforcement officers, regulators or third parties, and disclosing any information necessary or appropriate).

You acknowledge and agree that it is impracticable and/or impossible for us to screen all User Content and T-shirt Content uploaded to our Website/servers or incorporated into Goods. Accordingly, you agree that if you become aware of any User Content or T-Shirt Content that you believe has been uploaded to our Website/servers or that has been incorporated into a Good without proper and valid authorization, you will immediately report such content to us. Please see Our Infringement Take-Down Policy for more details.

Without limiting any other remedies available to us, we may, without notice, and without refunding any fees, immediately remove any User Content or T-Shirt Content.

## 11. DISPUTES WITH OTHER USERS

In the event a dispute arises between you and another user, we encourage and recommend that you immediately contact the user to resolve the dispute amicably. If necessary, you may also report that user's conduct to your local law enforcement.

You hereby release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with disputes with one or more users.

## 12. INDEMNIFICATION

To the maximum extent permitted by applicable law, you hereby agree to indemnify and defend us and our officers, directors, employees, subsidiaries, affiliates and agents (including parties we contract with relating to our Services), against all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses, arising out of or related to your breach of this Agreement, including any suit, claim, or demand arising from or relating to any T-shirt Content incorporated into a Good or User Content uploaded on our Website/servers.

Our right to be indemnified herein is in addition to all of our other rights at law or as provided in this Agreement. This section shall survive the termination of this Agreement.

## 13. DISCLAIMER

THE WEBSITE, AND ALL CONTENT THEREIN, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TSHIRTGANG, AND ITS AFFILIATES, AGENTS AND/OR SUPPLIERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES, EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES. TSHIRTGANG DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE RESULTING FROM, ARISING OUT OF, OR ANY WAY RELATED TO YOUR USE OF THE WEBSITE, INCLUDING:

- ANY ERRORS IN OR OMISSIONS FROM THE CONTENT (INCLUDING, BUT NOT LIMITED TO, TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS);
- ANY THIRD PARTY WEBSITES OR THIRD PARTY APPLICATIONS, SOFTWARE AND/OR CONTENT, DIRECTLY OR INDIRECTLY, ACCESSED THROUGH HYPERLINKS ON THE WEBSITE  
(INCLUDING ANY ERRORS IN OR OMISSIONS THEREFROM);
- THE UNAVAILABILITY OF THE WEBSITE, OR ANY PORTION THEREOF; OR,

- PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS, INTERNET ACCESS PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, OR ANY COMBINATION THEREOF (INCLUDING ANY INJURY OR DAMAGE TO YOUR, OR ANY OTHER PERSON'S, COMPUTER AS A RESULT OF USING THE WEBSITE).

ALL WARRANTIES, TERMS AND CONDITIONS, EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS. TSHIRTGANG DOES NOT REPRESENT OR WARRANT THAT ANY CONTENT ON THE WEBSITE IS ACCURATE, COMPLETE, RELIABLE, TIMELY, CURRENT, ERROR-FREE, OR OTHERWISE RELIABLE, OR THAT THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. AS A VISITOR TO THE WEBSITE, ANY RELIANCE ON OR USE BY YOU OF ANY CONTENT IS ENTIRELY AT YOUR OWN RISK.

THERE IS NO GUARANTEE THAT PERSONAL INFORMATION AND TRANSACTIONS ON THIS WEBSITE, OR ON THE INTERNET GENERALLY, IS OR WILL BE CONFIDENTIAL AND SECURE. THE USE OF THIS WEBSITE AND THE CONTENT IS AT YOUR OWN RISK AND TSHIRTGANG ASSUMES NO LIABILITY OR RESPONSIBILITY PERTAINING TO THE CONTENT, YOUR USE OF THE WEBSITE OR THE RECEIPT, STORAGE, TRANSMISSION OR OTHER USE OF YOUR PERSONAL INFORMATION.

IN NO EVENT WILL TSHIRTGANG, OR ITS AFFILIATES, AGENTS AND/OR SUPPLIERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES, BE LIABLE TO YOU, OR ANY OTHER PARTY, FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM YOUR USE OF OUR WEBSITE OR SERVICES OR YOUR PURCHASE OF ANY GOODS. FURTHERMORE, TSHIRTGANG WILL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LEGAL FEES OR COURT COSTS) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE WEBSITE, OR ANY CONTENT CONTAINED THEREIN, OR ANY GOODS, REGARDLESS OF WHETHER ANY OF THE FOREGOING IS DETERMINED TO CONSTITUTE A FUNDAMENTAL BREACH OR FAILURE OF ESSENTIAL PURPOSE.

TO THE EXTENT THIS LIMITATION ON LIABILITY IS PROHIBITED, TSHIRTGANGS SOLE OBLIGATION TO YOU FOR DAMAGES IS LIMITED TO THE PRICE PAID TO TSHIRTGANG FOR ANY GOODS PURCHASED.

## 14. OUR INTELLECTUAL PROPERTY

"Tshirtgang", and all Tshirtgang graphics, logos, designs, page headers, buttons icons, scripts and service names are protected trademarks of 1789840 Ontario Inc. Our trademarks, copyright and other intellectual property may not be used, including as part of trademark and/or part of domain names in any manner unless with our consent.

All other trade-marks, company names and logos not owned by us that appear on the Website or our servers are the property of their respective owners.

## 15. CONSENT TO ELECTRONIC COMMUNICATIONS

You agree that any legal requirement that agreements, notices, disclosures and/or other communications be in writing is satisfied by us providing you with such communications in electronic form (including in an email sent to an email address supplied to us for your account).

## 16. GOVERNING LAW

The Agreement hereby is deemed to have been formed in the City of Toronto, in the Province of Ontario. As such, the laws of the Province of Ontario, without regard to conflict of laws principles, exclusively govern both these terms of use and any dispute that might arise between you and us in respect of the Goods or, in respect of the Website. You expressly consent to the exclusive forum, jurisdiction, and venue of the courts of the Province of Ontario, sitting in the City of Toronto, and/or the Federal Court of Canada in the Province of Ontario, or any other judicial district or jurisdiction as we may determine, in any and all actions, disputes, or controversies relating thereto.

## 17. FORCE MAJEURE

In addition to the applicable disclaimers stated above, our performance under these terms of use is excused in the event of interruption and/or delay due to, or resulting from, causes beyond our reasonable control (including, but not limited to, acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, flood, earthquake, explosion, embargo, acts of terrorism, power failure, equipment failure, postal service strike, industrial or labour disputes or controversies, acts of any third party provider(s), third party software, or communication method interruptions).

## 18. NO PARTNERSHIP

You agree that we are your independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

## 19. TERMINATION

This Agreement is effective until terminated by us, with or without cause, in our sole and unfettered discretion. We may terminate this Agreement without notice to you if you fail to comply with any of its terms. Any such termination by us shall be in addition to and without prejudice to such rights and remedies as may be available to the us, including injunction and other equitable remedies.

## 20. SURVIVAL

The sections of this Agreement pertaining to our disclaimers, our limitations on liability, the ownership of intellectual property, the termination of this Agreement, the interpretation of this Agreement, your licence granted to us, your warranty and your indemnity shall survive the termination or expiry of this Agreement, however caused.

## 21. MISCELLENEOUS

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. In this Agreement, words importing the singular number include the plural and vice versa; words importing gender include all genders; and words importing persons include individuals, sole proprietors, partnerships, corporations, trusts and unin-corporated associations.

This Agreement as it may be amended from time to time in accordance with the terms hereof, and any and all other terms, conditions, legal notices and policies uploaded by Tshirtgang on the Website, constitutes the entire agreement between you and us with respect to the Website, the Goods and our Services.

Any provision of this Agreement which is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in such jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions of this Agreement or affecting the legality, validity or enforceability of such provision in any other jurisdiction.

This Agreement shall inure to the benefit of and be binding upon each of us and our respective successors and permitted assigns. You acknowledge having read this Agreement before accepting it, having the authority to accept this Agreement and having received a copy of this Agreement.