

# CreateMyTee.com

## Customer Terms and Conditions

### What this Agreement Covers

This Agreement governs your use of the Site and the CreateMyTee.com service (the "Service"). The Service permits customers that have an appropriate relationship either with: (i) institutions of higher learning, fraternal organizations, honor societies and other collegiate groups (collectively, "Institutions"); (ii) corporations and small businesses; (iii) elementary and secondary schools; or (iv) other organizations, to design and purchase custom merchandise properly describing that relationship. You understand that by using the Site and the Service, you have agreed to the terms and conditions of this Agreement and you agree to use the Site and the Service solely as provided in this Agreement.

### Intellectual Property Rights of CreateMyTee.com and Third Parties

CreateMyTee.com is committed to the appropriate and legal use of the intellectual property of others, and we require our users to behave similarly. Unless otherwise noted, all materials, including images, illustrations, designs, icons, photographs and written and other materials that appear on the CreateMyTee.com Site (collectively the "Contents") are copyrights, trademarks, trade dress and/or other intellectual properties owned, controlled or licensed by CreateMyTee.com. CreateMyTee.com is the owner of the CREATEMYTEE trademark; other trademarks made available through this Site, including logos, slogans, color schemes and design trademarks, are licensed for use by CreateMyTee.com from Institutions and other third parties (the "Licensed Marks"). By using the CreateMyTee.com Site, you agree to limit your use of Licensed Marks to uses that are directly related to such third parties and to comply with any restrictions or conditions imposed on the use and access of the Licensed Marks by the third parties. CreateMyTee.com will notify you of such terms if your usage is in violation of such terms. Generally, products created using images available on the site should not be resold commercially. In the event that you wish to resell such products, you agree to contact CreateMyTee.com and verify the legality of reselling such products prior to doing so. Designs created using the text tools and images available through the site are in no way the exclusive property of the customers who assemble such designs. CreateMyTee.com retains the right to display such designs or offer them (or variations of such designs) to other customers. Additionally, CreateMyTee.com has the sole discretion to reject any order that it considers libelous, defamatory, obscene, profane (according to standards established by the FCC), portraying irresponsible use of alcohol or other substances, advocating persecution based on gender, age, race, disability or national origin, containing explicit sexual content or is otherwise inappropriate for CreateMyTee.com production. You agree to not use CreateMyTee.com's Service to create any material that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, or that infringes on any patent, trademark, trade secret, copyright or other proprietary rights of any third party.

### Privacy Policy

CreateMyTee.com recognizes that you have a right to privacy, and we will not give or sell anyone specific information about you or any orders you have placed through CreateMyTee.com except that: (i) CreateMyTee.com may share information about you or an order that you have placed with a relevant Institution in order to allow such Institution to review the use of the Licensed Marks as necessary; (ii) CreateMyTee.com may provide information about you and your order to its subcontractors; and (iii) CreateMyTee.com may share information about you with its marketing partners and affiliates for purposes of marketing CreateMyTee.com. CreateMyTee.com collects information (including email addresses) that allows us, among other things, to: process and fill your order; contact you regarding the processing of your order; share your design with those whom you request; improve our website and service; and send informative and promotional emails that may be of interest to you. While this information may be used by us for marketing purposes, it is never shared or sold to other organizations for commercial purposes.

### Payment Policies

CreateMyTee.com accepts online payment via credit card or debit card. All payments sent electronically shall be securely transmitted using Secure Socket Layer ("SSL") technology. CreateMyTee.com may also accept payment via check or purchase order. Qualified Institutions (such as Purchasing Offices) wishing to establish group accounts and utilize purchase orders may set up special payment options by contacting CreateMyTee.com. CreateMyTee.com will begin processing orders immediately upon verification that payment has been received. We reserve the right to process credit card payments for any open balance on an account with payments more than 30 days past due.

### Shipment/Delivery Times

CreateMyTee's orders are generally delivered within 14 days. Customers who are concerned about meeting deadlines should contact a Service/Sales Representative. Rush orders on screen-printed apparel items are available but the customer may incur an additional charge pursuant to such a request. Delivery times may vary during the holiday seasons.

### Returns Policy

CreateMyTee.com goes to great lengths to ensure that all orders are filled accurately and on time and are of the highest quality. Accordingly, CreateMyTee.com accepts returns and will refund payment if and when customers are disappointed by CreateMyTee.com merchandise for one of the following reasons: (a) the blank items themselves are materially flawed; (b) the quality of the decorating (i.e., the printing or embroidery) is below a reasonable range of expectations; or (c) the design of the final product is materially different from the final design approved by the customer.

### Limit of CreateMyTee.com's Responsibility

CreateMyTee.com will be responsible for acting only on those instructions sent to CreateMyTee.com that actually are received and does not assume responsibility for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of any orders you send. CreateMyTee.com is not responsible for any losses or delays in transmission of orders arising out of the use of any Internet Access Service Provider or caused by any browser software or any computer virus or related problem that may be attributable to services provided by any Internet Access Service Provider. CreateMyTee.com is not responsible should you give incorrect instructions or if your credit-card payment is not processed by your credit-card company. The information and materials contained in this Site, including text, graphics, links or other items, are provided "as is", "as available". CreateMyTee.com does not warrant the accuracy, adequacy or completeness of the information and materials on the Site and expressly disclaims liability for errors or omissions in this information and materials. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose or freedom from computer virus, is given in conjunction with the information and materials. In no event will CreateMyTee.com be liable for any damages, including without limitation, direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with this site or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if CreateMyTee.com, or representatives thereof, are advised of the possibility of such damages, losses or expenses.

### Indemnity

You agree to defend, indemnify and hold CreateMyTee.com and its affiliates harmless from and against any and all claims, damages, costs and expenses, including reasonable attorneys' fees, arising from or relating to your use of CreateMyTee.com's Site and the Service, your violation of this Agreement, or your violation of any rights of another.

### Governing Law

This Agreement shall be governed by the laws of the State of Michigan and any disagreements hereunder shall be adjudicated in Washtenaw County District or Circuit Courts or Oakland County District or Circuit Courts only, and where applicable, by federal law to be adjudicated in the Federal District Court for the Eastern District of Michigan only.