

## TERMS AND CONDITIONS

### LEGAL CLAIM

NOTICE. PLEASE READ THESE TERMS & CONDITIONS CAREFULLY. BY ACCESSING THIS WEB-SITE YOU AGREE TO BE BOUND BY THE TERMS & CONDITIONS STATED BELOW. IF YOU DO NOT AGREE TO THE TERMS & CONDITIONS STATED BELOW, PLEASE DO NOT ACCESS THIS WEB-SITE. 59PRINT RESERVES THE RIGHT TO CHANGE, MODIFY OR AMEND THESE TERMS AND CONDITIONS WITHOUT ANY NOTICE.

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### 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 59PRINT, are entirely responsible for all Content that you use when you send, upload, post or transmit. 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; (ii) a threat to kidnap or injure a person, a threat to injure 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 59PRINT or any third party. 59PRINT does not control the content posted by Customers and does not guarantee the accuracy, integrity or quality of the Content. Under no circumstances will 59PRINT 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 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 or ip address.

You acknowledge that 59PRINT does not pre-screen content, but that 59PRINT 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 59PRINT 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 59PRINT, its users and the public.

### GOVERNING LAW

59PRINT is located on 716 E. Broadway Glendale, California 91205.. Any legal action or proceeding relating to or arising from your access to or use of this Site shall be instituted in Glendale CA. You agree to submit to the jurisdiction of Glendale. 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 59PRINT 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 59PRINT 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 59PRINT or its affiliates, including without limitation, damages arising from mistake, omission, virus, delay, or interruption of service. In no event shall 59PRINT 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 59PRINT and all parties from whom 59PRINT 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

59PRINT does not provide any design files to customers. All designed material are property of 59PRINT unless specified otherwise in writing.

### CUSTOMER SUBMITTED ARTWORK OR GRAPHICS

All artwork or designs and images must be provided in CMYK format. 59PRINT is not responsible for any color shift that occurs in conversions from RGB to CMYK color modes. In some occasions it is not possible to prevent the printing of RGB file, therefore, you must check and re-check all your submitted files before placing the order. 59PRINT is not responsible for bad print due to your jobs graphic mistakes. All spot colors will be converted to CMYK values by Adobe Photoshop Standards. 59PRINT suggests that when creating a file containing black solid block all CMYK values must be C80 M80 Y60 K 100. If the black portion of the picture or the solid does not include all four colors the black color appears to be gray. 59PRINT is not responsible for any defects caused by this mistake

All artwork, designs and images must be provided in minimum of 300DPI and CMYK color mode. 59PRINT is not responsible for images printed as fuzzy, distorted or pixilated due to customer provided artwork. Some papers that don have a coating on it may result in darker more fuzzy print, please consider when you are designing and choosing your project. 59PRINT is not responsible for the print difference. If the order is rushed in some cases ink will not dry in time which will cause offsetting due to rush processing of the order. 59PRINT is not responsible for offsetting in case of rush process and the order can not be cancelled.

### COLOR PROOFING & MATCHING

59PRINT is not liable for color matching or ink density on screen proofs approved by the customers. Screen proofs will predict design layout, text accuracy, image proportion and placement, but not color or density. 59PRINT will try it's best to match the gradient density of each color , 59PRINT is not liable for the final appearance of a color. Each printer uses processes in the production of printed material, color may vary from order to order. 59PRINT does not guarantee the color matching of any job and it is within industry standard that some color differentiation must be accepted by the customer 59PRINT is not liable for any color differences.

Application of UV Coating may effect or change the appearance of the printed colors. 59PRINTt is not liable for the final color appearance of a UV product/s.

**ORDER APPROVAL**

Customer is fully responsible for final proof and layout approval prior to the printing process. Customer acknowledges that all mistakes occurred after the final approval are not 59PRINT's responsibility. Reprinting of the incorrect order will be treated as a new order. 59PRINT is NOT LIABLE for errors in a final product caused by any of the following reasons: Misspelling, Graphics, Bleeds, Grammar, Damaged Fonts, Punctuation, Wrong cuts, Incorrect or Missing Folds, Finished Product Size INDEMNITY.

**ORDER CANCELLATION**

59PRINT 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, consultation, 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 and layout services.

**RETURNS AND REFUNDS**

Since each order is unique to customer and has no re-sale value ALL SALES ARE FINAL. NO REFUNDS OR CREDIT. If we verify that we made an error or failed to follow your written instructions, we will re-print the order ship to you at no additional cost to you. You must get confirmation of re-print in writing to proceed with the reprint.

Customer must notify 59PRINT within 5 calendar days of order acceptance for 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. At that time our management will go over the problem and determine if the defect was caused by 59PRINT or customer.  
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**

59PRINT will always act to make sure that any production difficulties do not delay delivery schedules. In no case shall 59PRINT be liable for any consequential damages resulting from any delays in production, shipment or delivery.

All 59PRINT customers agree not to hold 59PRINT liable for delays in shipments caused by weather conditions, shipping company delays, international customs issues or any other circumstances beyond 59PRINT's direct control. 59PRINT shipment and delivery dates are calculated based upon estimates provided by our suppliers.

59PRINT 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. 59PRINT 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, 59PRINT will reship the package with corrected address and charge an additional shipping fee for the shipment.

**OUR GUARANTEE**

59PRINT.com is committed to delivering quality printing in accordance with Industry Standards. Therefore, we guarantee that if your job has defect in workmanship or materials within our control or if we fail to follow your written instructions, we will reprint the job at our expense upon receipt of returned merchandise. You have 3 days to call us about the defected merchandize, and you must return the merchandise to our printing facility on 716 E. Broadway Glendale CA 91205. If the quantity of the defected merchandise is less than what we have originally sent to you, we have the right to assume that the merchandise you received was in good usable condition. You must return the merchandise in tact. All payments must be paid in full including deposits, balances due, postage costs, shipping costs for the guarantee to be effective. ALL DEPOSITS ARE FINAL and not subject to refund in any case. We produce the best possible prints from the files you have provided. Unless you have purchased for hard copy proofs, produced by our pre-press department all of the errors in content and resolution are your (customer) responsibility.

This guarantee does not apply to errors in customer-supplied digital files, including, but not limited to, poor or low resolution photographs, improper color model, missing fonts, defective file formats, incorrect copy or corrections that were not noted on your proof approval form. While we do strive to assure "pleasing color" standards, we cannot guarantee the printed piece will exactly match the colors on your screen or printer.

If you feel your final, printed job does not meet your specifications and that the error is due to a defect in workmanship or materials, please follow these steps: Call us immediately to discuss what you think is not satisfactory about the job. If we agree that the problem is our responsibility, we will give you written authorization for obtaining a reprint.

Ship the printed pieces back to us via UPS Ground (or comparable service), along with any original files. Be sure that the pieces are carefully packages so that no additional damage occurs in transit. We will inspect the printed pieces upon receipt.

We will produce and send you another proof for your review and approval. Once we receive an approved, final proof, we will reprint the job as quickly as possible.

We will ship you the new pieces at our expense.

For more information or to initiate a return, please call 1-877-774-6859

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE TERMS AND CONDITIONS IN ORDER TO BUSINESS WITH 59PRINT.COM AND ITS AFFILIATES, SUPPLIERS, VENDORS AND EMPLOYEES. BY SIGNING THIS FORM I AGREE TO ALL TERMS AND CONDITIONS ON BOTH PAGES OF THESE AGREEMENT.

X \_\_\_\_\_ NAME \_\_\_\_\_

DATE \_\_\_\_\_ BUSINESS NAME \_\_\_\_\_

Please fax this form with your credit application to:  
(818) 500-7005  
or mail to  
716 E. Broadway Glendale CA 91205