

# Terms of Service

The following terms and conditions (the Agreement) govern all use of the YourFanGear.com website and the services we provide. The service is operated by YourFanGear.com. The Service is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on the by YourFanGear.com including, without limitation, Shipping, Return Policy, Privacy Policy and others. If you do not agree to this Agreement, do not use the Site and the Service.

YourFanGear.com is an online store and print-on-demand reseller for businesses that want to outsource store hosting, production (including printing and embroidery) and delivery of custom branded merch. Our supplier partners provide us with a secure store platform, white-label production and drop shipping of products directly to your fans and followers (Customers).

## Store Content

All Content (information, images, pictures, photographs, graphics, messages, or other materials), hereinafter "Content", that you provide YourFanGear.com for your store is your Content. We do not make any claims to it. That includes anything you provide for us to use for your store (like your Content, images, company name).

**Responsibility for the Content.** You understand that you are solely responsible for the Content that we post to your store on your behalf. You represent that you have all necessary rights to the Content and that you're not infringing or violating any third party's rights

**Permission to Use the Content.** By using our services YourFanGear.com agrees that your Content will remain yours. This means that we will never use your Content without your expressed permission.

**Reporting Unauthorized Content.** YourFanGear.com respects intellectual property rights and follows intellectual property laws. We are committed to following appropriate legal procedures to remove infringing content from stores we publish.

**Intellectual Property.** YourFanGear.com respects your work and empowers you to express your voice and ideas. We ask that you respect the work and creative rights of others. You need to either own the Content you provide to YourFanGear.com or have the express authority to provide it. Content must comply with right of publicity, trademark and copyright laws, and all other applicable state and federal laws.

**Trademarks and Infringement of Intellectual Property.** In event we receive proper notice of intellectual property infringement, YourFanGear.com strives to respond quickly by removing, blocking, or disabling access to the allegedly infringing material. When YourFanGear.com removes, blocks or disables access in response to a notice, YourFanGear.com makes a reasonable attempt to contact the allegedly infringing party, provide information about the notice and removal, and, in cases of confirmed copyright infringement, provide information about counter notification.

- **Counter DMCA Notifications:** If YourFanGear.com receives a DMCA counter notification, the removed material may be replaced or access to it may be restored 10 business days after receipt of the counter notice, unless the copyright owner files an action seeking a court order against the allegedly infringing party and informs YourFanGear.com of this action. YourFanGear.com sends a copy of the counter notice to the original complaining party.
- **Repeat Infringement:** YourFanGear.com will terminate the account of customers that are subject to repeat notices of intellectual property infringement in appropriate circumstances and at YourFanGear.com's discretion.

**Copyright Responsibility.** You agree and attest by accepting this Agreement and using our Services that you own all rights (including copyrights) for the Content you provide, or if you are not the owner, that you have express authority and written permission to use the Content, and that you have all of the rights required to post the Content.

- If Content that you own and have rights to has been posted to your store without your permission and you want it removed, please contact our customer service department directly for further escalation and review.
- If your Content infringes another person's intellectual property, we will remove it at our discretion.

**Inappropriate, False, or Misleading Content.** We reserve the right to refuse any content that is abusive, threatening, defamatory, obscene, vulgar, illegal or otherwise offensive or in violation of any part of this Agreement. You also agree not to provide Content that is false and misleading or uses our Services in a manner that is fraudulent or deceptive.

## Description of Products Listed on Your Store

All Products we make available for purchase through your store are described on their specific page on your store site. We strive to represent each design as accurately as possible via photography and text. Product specifications and descriptions are provided to YourFanGear.com by their respective manufacturers. We may use all or part of these descriptions when describing the items on your store. YourFanGear.com is not responsible for these descriptions but will make every effort to make sure they properly represent the product.

We reserve the right to amend the specifications of Products, their price, packaging, and any Service associated at any time. We will always notify you of these changes. Store retail prices are set by you and can be changed at your request.

We use our best efforts to provide you with the good images and descriptions, but unfortunately cannot guarantee that colors and details in website images are 100% accurate representations of the product, and sizes might in some cases be approximate.

## Purchase of Products

Customer orders through your store represent an offer to us to purchase a Product on your store which is accepted by us once we have sent the Customer an email order confirmation.

YourFanGear.com shall under no circumstances be held liable for any special losses due to specific circumstances of you and/or Customer, indirect or consequential losses.

Orders are placed and received exclusively through your store. Customers ordering from us are responsible for determining if they are full ability to receive the Products. Correct delivery address and postal code/zip code, up-to-date telephone number, and email address are absolutely necessary to ensure successful delivery of Products.

All information asked on the checkout page must be filled in precisely and accurately by the Customer. YourFanGear.com will not be responsible for missed delivery because of a wrong delivery address or an incorrect phone number.

## **Order Delivery**

You or the Customer shall cover delivery costs. Delivery prices are additional to the Product's price and may vary depending on delivery location and/or sort of Products. Flat rate delivery charges are shown on our checkout page. You can instruct us to include delivery costs in the retail pricing of items listed on your store. The Customer will see this as FREE shipping.

Some Products are packaged and shipped separately. We cannot guarantee delivery dates and accept no responsibility, apart from advising the Customer of any known delay for Products that are delivered after the estimated delivery date. Flat rate delivery times are shown on your store site. These are only an average estimations. All delivery estimates given at the time of placing and confirming order are subject to change.

**Undeliverable Packages.** If a Customer's package is returned to our facility due to a shipping error we will contact the Customer for an updated address via the email provided during check-out. The Customer will be responsible of shipping costs if the address provided at check-out is incorrect. If we do not receive a response within 10 business days we reserve the right to refund the merchandise cost only and cancel the Customer's order.

## **Returns and Exchanges**

YourFanGear.com is responsible for handling all returns and exchanges with the Customer. We are only able to process a return or exchange request within 30 days from the date the Customer received their order. All items returned must be in their original condition with tags attached and must not be washed, worn, or altered in any way.

The Customer is responsible for the cost of a return or exchange shipment unless the item returned is damaged, does not meet quality expectations, or from an incorrectly produced order. Since all orders are produced on demand, replacement items are subject to normal production times.

## **Sales Tax**

YourFanGear.com will collect and remit sales tax as required by law.

## **Payment of Proceeds**

YourFanGear.com will periodically remit a payment of proceeds to you for the sales on your store. These proceeds are the difference between the price of the merch we charge you and the price you set for sale to the Customer.

## Warranties and Limitation of Liability

**Third-Party Services.** Our stores may contain links to third-party websites or services that we don't own or control (for example, links to Facebook, Twitter, and Pinterest). YourFanGear.com is not a party to those agreements; they are solely between you and the third party.

Merch ordered by your customers is produced and shipped by third party print-on-demand service providers that YourFanGear.com selects. We reserve the right to change the producer of your merch as we see fit to ensure your products meet the quality and delivery standards we set.

**Warranties.** YourFanGear.com strives to make our Services the best they can be. You understand that our Services are provided "as is" and without any kind of warranty (express or implied). We are expressly disclaiming any warranties of title, non-infringement, merchantability, and fitness for a particular purpose, as well as any warranties implied by a course of performance, course of dealing, or usage of trade.

**Liability Limits.** To the fullest extent permitted by law, neither YourFanGear.com, nor our employees or directors shall be liable to you and your Customers for any lost profits or revenues, or for any consequential, incidental, indirect, special, or punitive damages arising out of or in connection with our Services or this Agreement.

## Your Responsibility

Violation of this Agreement or any other rules will result in the termination of your YourFanGear.com account.

YourFanGear.com shall have the right to remove any Content. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by YourFanGear.com or submitted to YourFanGear.com, including without limitation information in YourFanGear.com collaborations, posts and in all other parts of the YourFanGear.com Services.

Without limiting other remedies, we may limit, suspend or terminate our Service and your account, delay or remove hosted Content, and take technical and legal steps to keep you off the Site if we think that you are creating problems, possible legal liabilities, or acting inconsistently with the letter or spirit of our policies. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for extended periods of time. You are responsible for providing YourFanGear.com with accurate information. If you have

provided YourFanGear.com with inaccurate or false information, (a) you shall be liable to YourFanGear.com for damages and losses.

## Indemnity

You will indemnify and hold YourFanGear.com (and its officers, directors, agents, subsidiaries, affiliated companies, joint ventures and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party (including the Customer) due to or arising out of your breach of this Agreement, your use (or misuse) of our Services, or your account's infringement of someone else's rights, or your violation of any law or the rights of a third party. We reserve the right to handle our legal defense however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy.

## Changes to this Agreement

YourFanGear.com reserves the right, at its discretion, to modify this Agreement, fees, charges, and terms at any time. You shall be responsible for reviewing and becoming familiar with any such modifications. Use of our services by you following such notification constitutes your acceptance of the terms and conditions of changes as modified. If you do not agree to the modified terms, you may send YourFanGear.com a written notification, including via email and we will close your store within 1 business day.

## Legal

**Governing Law.** This Agreement (including any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims)) are governed by the laws of the State of Washington, without regard to its conflict of laws rules. These laws will apply no matter where in the world you live or are located.

**Arbitration.** You and YourFanGear.com agree that any dispute or claim arising from or relating to the Agreement shall be finally settled by final and binding arbitration, using the English language, administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rule in effect at that time (those rules are deemed to be incorporated by reference into this section, and as of the date of this Agreement you can find them here or by calling the AAA at 1-800-778-7879). Arbitration will be handled by a sole arbitrator in accordance with those rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under the Agreement will take place on an individual basis – class arbitrations and class actions are not permitted. You understand that by agreeing to the Agreement, you and YourFanGear.com are each waiving the right to trial by jury or to participate in a class action or class arbitration. Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator. You may instead assert your claim in "small claims" court, but only if your claim qualifies, your claim remains in such court, and your claim remains on an individual, non-representative, and non-class basis.

**Costs of Arbitration.** Payment for any and all reasonable AAA filing, administrative, and arbitrator fees will be in accordance with the Consumer Arbitration Rules.