

E-TEMPLATE SERVICE TERMS OF USAGE

(Last updated 18/05/09)

1. IMPORTANT INFORMATION

You should carefully read the following terms of usage. Your use of our royalty-free products templates implies that you have read and accepted these terms and conditions. We reserve the right to take legal action if necessary against unauthorized users and those who do not comply with the conditions stated in the terms or usage.

2. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that Printfac3 may establish general practices and limits concerning your use of our e-template service, including without limitation the maximum number of days that designs or other uploaded content will be retained through your use of this service, the maximum size of any content that may be uploaded through your use of this service, and the maximum disk space that will be allotted on Printfac3 servers for your use. You agree that Printfac3 has no responsibility or liability for the deletion or failure to store any content that you saved on the Printfac3 site while using the e-template service.

You may upload your own images to „My Template or use Printfac3 s ready e-template designs to create your artwork using Printfac3 s e-Template design application. You are allowed to save maximum ten (10) artwork files in Printfac3 s artwork bank and maximum twenty (20) artwork files in 'Your Design' section. You acknowledge that Printfac3 reserves the right to delete any content stored on „My Template and „Your Design that remains idle/unused more than 12 months. You further acknowledge that Printfac3 reserves the right to change its general practices and limits at any time, in its sole discretion, with or without notice to you.

3. Content Supplied by You

You represent and warrant that:

- (i) you own or otherwise control all of the rights to the image(s) that you supply for any product to be printed or otherwise produced by Printfac3;
- (ii) such content is accurate;
- (iii) the use of such content does not violate this policy and will not cause injury to any person or entity;
- (iv) the Content does not contain offensive literature or images like violence, sexually explicit and pornographic picture; and
- (v) you will indemnify Printfac3 and its affiliates for all claims resulting from any content you supply. Printfac3 takes no responsibility and assumes no liability for any content supplied by you or any third party.

4. Use of e-Template design application (Online Design Tool)

Printfac3 will not be liable or responsible for any consequences arising from inappropriate use of the e-Template design application for creating your artwork. You are responsible for the content of your artwork which is subject to all relevant local, state, national, and international laws regarding Internet use, intellectual property rights and other matters.

You agree not to use Printfac3 s e-template service which includes the e-template design application to produce or cause any unlawful, offensive, threatening, or obscene material.

5. License

Printfac3 grants you (as a registered user) a nonexclusive limited license to use its e-template service which includes its ready-design templates and e-Template design application on the Printfac3 site on the condition that all artwork created with the use of any Printfac3 templates service is forwarded to Printfac3 for printing. Members who are unable to adhere to these conditions are prohibited from using Printfac3 s e-Template service.

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a) **LIMITED USAGE GRANTED**

You are only permitted to use Printfac3 s templates onsite and no where else.

b) **MODIFICATIONS**

You are not authorized to make any modification/alterations to our templates except those that Printfac3 requires/permits you to do so to prepare your artwork. All modifications such as add, arrange text and add image/logo on our templates, must be done using Printfac3 s e-Template design application.

c) **UNAUTHORIZED USE**

You may not place any of our templates, modified or unmodified, on a diskette, CD, website or any other medium and offer them for redistribution or resale of any kind without prior written consent from our company.

d) **ASSIGNABILITY**

You may not sub-license, assign, or transfer this license to anyone else without prior written consent from our company.

e) **OWNERSHIP**

You may not claim intellectual or exclusive ownership to any of our templates, modified or unmodified. All templates from or taken from Printfac3 website are the property of Printfac3. However, Members using 'Your Design' service will retain ownership of their e-Templates stored on Printfac3 s server.

6. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of Printfac3 s e-Template service.

7. MODIFICATION OR TERMINATION TO SERVICE

Printfac3 reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the e-Template Service (or any part thereof) with or without notice to you. You agree that Printfac3, in its sole discretion, may terminate your use of the e-Template Service, and remove and discard any Content for any reason, including, without limitation, for lack of use or if Printfac3 believes that you have violated the terms of usage of this service. Printfac3 may also in its sole discretion, and at any time, discontinue providing the e-Template Service, or any part thereof, with or without notice to you. You agree that Printfac3 shall not be liable to you for any loss or damage you may suffer due to any modification, suspension, termination or discontinuance of the e-Template Service.

8. DISCLAIMER OF WARRANTIES

PRINTFAC3 DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS IN THE SITE OR THE SERVICE WILL BE CORRECTED. PRINTFAC3 DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE CONTENT, OR THAT ANY ERRORS IN THE CONTENT WILL BE CORRECTED. THE SITE, THE SERVICE AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.