

Action Athletic Wear & Crest Ltd.

Terms & Agreements

The following describes the terms under which Action Athletic Wear & Crest Ltd. ("Action Athletic Wear & Crest Ltd.," "we," "our," or "us") provide the <http://www.actionathleticwear.com/> website (the "Action Athletic Wear & Crest Ltd. Service" or the "Service") to you.

Introduction

By using the Service, you accept the Action Athletic Wear & Crest Ltd. Terms of Service and the following terms, conditions, and policies, including any future amendments (collectively, the "Agreement"):

If you register on behalf of a business, you represent to Action Athletic Wear & Crest Ltd. that you have the authority to bind that business and that your acceptance of this Agreement will be treated as acceptance by that business.

Changes and Modifications. Action Athletic Wear & Crest Ltd. reserve the right, at its sole discretion, to change, modify, add, or remove portions of this Agreement at any time. As long as you comply with this Agreement, Action Athletic Wear & Crest Ltd. grants you a limited, revocable, non-exclusive, non-assignable, non-sublicensable right to access and use the Service as it is intended to be used and in accordance with this Agreement and applicable law. We grant you no other rights, implied or otherwise.

Links to Other Sites. The Service may contain links to other affiliated or independent third-party websites ("Linked Sites"). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under Action Athletic Wear & Crest Ltd.'s control, and Action Athletic Wear & Crest Ltd. is not responsible for and does not necessarily endorse the content or practices of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

Description of Services

General Description. The Action Athletic Wear & Crest Ltd. service allows you to design and order your own custom t-shirts and apparel, and upload photos that show off your designs. You may also use the Service to rate and review your orders.

Adults Only. The Action Athletic Wear & Crest Ltd. service is intended for adults only. You must be 18 years of age or older – or have the consent of your parent or guardian – to use the Action Athletic Wear & Crest Ltd. service or the <http://www.actionathleticwear.com/> website.

Conditions of Use

As a condition of use, you agree to the following:

You will not upload, post, email, transmit, or otherwise make available any content that is in violation of copyright law, trademark law, or any other law protecting intellectual property in any jurisdiction, or that violates an individual's right to publicity or privacy.

You will not use the Service to harass, threaten, impersonate, or intimidate anyone.

You will not upload, post, email, transmit, or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.

You will not upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "affiliate links," or any other form of solicitation.

You will not transmit any worms or viruses or any code of a destructive nature.

You will not copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Service or any part thereof.

You will not violate any local laws in your jurisdiction (including but not limited to intellectual property laws).

You will not use the Service for any illegal or unauthorized purpose. If you are an international visitor, you agree to comply with all local laws regarding online conduct and acceptable content.

Content

The Service allows you to upload, transmit, publish, and disseminate text, designs, photographs, and other content ("User Content"). The Service also allows such content to be shared through third-party web services such as Facebook and Twitter.

When you upload or otherwise provide your own original User Content to or through the Service, you retain ownership of any copyright (and any other rights) you already hold in your User Content. You also represent and warrant that, with respect to all User Content that you upload, transmit, publish, and disseminate through the Service, (a) you have all the rights and licenses necessary to use, reproduce, publish, display publicly, perform publicly, distribute or otherwise exploit such User Content in connection with the Service, and to grant to Action Athletic Wear & Crest Ltd. the licenses set forth in this Agreement; (b) the User Content will not infringe or otherwise violate the copyright, trademark, or any other right of any third party; and

(c) you have the consent, release, and/or permission of each identifiable person depicted in your User Content to upload, transmit, publish, and/or disseminate their name and/or likeness through the Service.

By submitting User Content as set forth above, you hereby do and shall grant to Action Athletic Wear & Crest Ltd. and its successors, assigns, and third party service providers, a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable, and transferable license to use, reproduce, modify, create derivative works based on, distribute, publicly display, and publicly perform, the User Content solely for purposes of providing you with the Service and advertising and promoting the Service — including, but not limited to, through the <http://www.actionathleticwear.com/> website and through Action Athletic Wear & Crest Ltd. social media channels, such as Facebook — in any medium and by any means currently existing or yet to be devised.

Action Athletic Wear & Crest Ltd. makes User Content available at its sole discretion and may disable access to any User Content at any time and for any reason. By using the Service, you acknowledge and agree that Action Athletic Wear & Crest Ltd. does not guarantee access to and/or hosting of User Content that is published through the Service. For example, if User Content violates these Terms of Service, access to it may be disabled. Action Athletic Wear & Crest Ltd. has the right to refuse any order made through the Service for any reason including, but not limited to, Action Athletic Wear & Crest Ltd.'s determination, in its sole discretion, that User Content may be infringing.

Payments, Returns, Refunds, and Cancellation Policy

At Action Athletic Wear & Crest Ltd., we strive to ensure that goods ordered through the Service are always accurate and of the highest quality. Apparel you design or order through the Service are customized and unique to you.

Time of payment. Due to the extensive amount of work required prior to the printing and shipping of your order (e.g. artwork preparation), you will be charged at the time your order is placed.

Because of the customized nature of these goods, we do not allow cancellations before and after printing has begun.

Refunds and exchanges. We do not accept refunds or make exchanges after an order has been printed and/or shipped. If, upon receipt of your finished merchandise, you feel that your order was incorrect or defective due to an error on our part, please submit a claim to info@actionathleticwear.com within 14 days of your delivery date. Claims are handled on a case-by-case basis.

Intellectual Property

If you believe that Action Athletic Wear & Crest Ltd., or any consumer using the Service, has violated a copyright, trademark right, or any other intellectual property right you claim in your work, please contact us at info@actionathleticwear.com and review Intellectual Property Policy for more details on how to properly notify us of an intellectual property issue.

Action Athletic Wear & Crest Ltd.'s Intellectual Property

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, content, and computer code (collectively, "Action Athletic Wear & Crest Ltd. Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel," and arrangement of such Action Athletic Wear & Crest Ltd. Content, contained in the Service is owned, controlled, or licensed by or to Action Athletic Wear & Crest Ltd., and is protected by trade dress, copyright, patent, and trademark laws, and various other intellectual property and other rights. Your User Content (as defined above) is owned by you, and is not Action Athletic Wear & Crest Ltd. Content.

Except as expressly provided in this Agreement or otherwise permitted by law, no Action Athletic Wear & Crest Ltd. Content may be used, copied, reproduced, modified, republished, uploaded, posted, publicly displayed, publicly performed, publicly performed by means of a digital audio transmission, encoded, translated, transmitted, or distributed in any way to any other computer, server, website, or any other medium for publication or distribution or for any commercial enterprise or purpose, without the Action Athletic Wear & Crest Ltd.'s express prior written consent.

For the avoidance of doubt, and without limiting the forgoing, you retain ownership in any trademarks, logos, trade dress or other design elements owned by you which you apply to goods purchased through the Action Athletic Wear & Crest Ltd. Service.

Violation of this Agreement - Termination

You agree that Action Athletic Wear & Crest Ltd. may, in its sole discretion and without prior notice, terminate your access to the Service and/or block your future access to the Service if it determines that you have violated this Agreement or other agreements or guidelines which may be associated with your use of the Service. Please note that it is Action Athletic Wear & Crest Ltd.'s policy to terminate the account of members who repeatedly violate the copyrights, trademark rights, or other intellectual property rights of third parties.

If Action Athletic Wear & Crest Ltd. does take any legal action against you as a result of your violation of this Agreement, Action Athletic Wear & Crest Ltd. will be entitled to recover from

you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Action Athletic Wear & Crest Ltd.. You agree that Action Athletic Wear & Crest Ltd. will not be liable to you or to any third party for termination of your access to the Service.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE, AND ANY GOOD OR SERVICE ORDERED THROUGH THE SERVICE, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Action Athletic Wear & Crest Ltd. AND ITS SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, STOCKHOLDERS, AND LICENSORS (THE "Action Athletic Wear & Crest Ltd. AFFILIATES") EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE OR ANY WARRANTY OR CONDITION ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. Action Athletic Wear & Crest Ltd. AND THE Action Athletic Wear & Crest Ltd. AFFILIATES MAKE NO WARRANTY THAT (a) THE SERVICE WILL MEET YOUR REQUIREMENTS; (b) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (c) CONTENT WILL BE HOSTED AND/OR TRANSMITTED WITHOUT INTERRUPTION OR CESSATION; (d) ANY PRODUCTS, SITES, INFORMATION OR OTHER MATERIAL, WHETHER IN TANGIBLE OR INTANGIBLE FORM, PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS OR ANY STANDARD OF QUALITY; AND (e) ANY DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE SERVICE OR RELATED SOFTWARE WILL BE CORRECTED.

ANY MATERIAL, INFORMATION, OR DATA DOWNLOADED, VIEWED, SHARED, OR OTHERWISE ACCESSED THROUGH THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULT FROM THE DOWNLOADING, VIEWING, SHARING, OR OTHERWISE ACCESSING OF SUCH MATERIAL. NO ADVICE, REPRESENTATION OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Action Athletic Wear & Crest Ltd. OR THROUGH THE <http://www.actionathleticwear.com/> WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ACTION ATHLETIC WEAR & CREST LTD. AND ACTION ATHLETIC WEAR & CREST LTD. AFFILIATES WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT MAY BE INCURRED BY YOU, HOWEVER

CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY LOSS OF PROFITS, GOODWILL OR BUSINESS REPUTATION; ANY LOSS OF DATA; ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR ANY OTHER INTANGIBLE LOSSES. THIS ALSO INCLUDES ANY LOSS OR DAMAGES THAT MAY BE INCURRED BY YOU AS A RESULT OF (a) ANY CHANGES THAT Action Athletic Wear & Crest Ltd. MAY MAKE TO THE SERVICE; (b) ANY PERMANENT OR TEMPORARY CESSATION OF THE SERVICE; (c) THE DELETION OR CORRUPTION OF OR FAILURE TO STORE ANY USER CONTENT MAINTAINED THROUGH THE SERVICE; OR (d) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY ABOVE SHALL APPLY IRRESPECTIVE OF THE THEORY OF LIABILITY, INCLUDING CONTRACT (INCLUDING FUNDAMENTAL BREACH), WARRANTY, PRODUCT LIABILITY, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY, EVEN IF WE (OR OUR AFFILIATES) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU SPECIFICALLY ACKNOWLEDGE THAT ACTION ATHLETIC WEAR & CREST LTD. AND ACTION ATHLETIC WEAR & CREST LTD. AFFILIATES SHALL NOT BE LIABLE FOR USER CONTENT OR THE INFRINGING, DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

Exclusions and Limitations

SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND, IN SUCH INSTANCES, Action Athletic Wear & Crest Ltd. AND THE ACTION ATHLETIC WEAR & CREST LTD. AFFILIATES' LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Indemnification

You will defend, indemnify, and hold Action Athletic Wear & Crest Ltd. and/or the Action Athletic Wear & Crest Ltd. Affiliates harmless from and against any and all liabilities and costs (including reasonable attorneys' fees) incurred by Action Athletic Wear & Crest Ltd. and/or the Action Athletic Wear & Crest Ltd. Affiliates in connection with any claim arising out of your breach of the Agreement. Action Athletic Wear & Crest Ltd. reserves the right, but has no obligation, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

General Terms

Entire Agreement. This Agreement is the whole legal agreement between you and Action Athletic Wear & Crest Ltd.. It governs your use of the Service and completely replaces any prior agreements between you and Action Athletic Wear & Crest Ltd. with respect to the Service. You may also be subject to additional terms and conditions that may apply when you use or purchase other services from Action Athletic Wear & Crest Ltd. and affiliated services.

Governing Law. You agree that all matters relating to your access to or use of the Service, including all disputes, will be governed by the laws of the Canada without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in Canada and waive any objection to such jurisdiction or venue.

Dispute Resolution. In the event of any controversy or dispute between Action Athletic Wear & Crest Ltd. and you arising out of or in connection with your use of the Action Athletic Wear & Crest Ltd. Service, Action Athletic Wear & Crest Ltd. will attempt, promptly and in good faith, to resolve the dispute. If Action Athletic Wear & Crest Ltd. is unable to resolve any such dispute within a reasonable time, either party may submit such controversy or dispute to mediation. The costs and fees, including reasonable attorneys' fees, for any such mediation are to be borne by the non-prevailing party. If the dispute cannot be resolved through mediation, then both you and Action Athletic Wear & Crest Ltd. may pursue any right or remedy available under applicable law.

Statute Of Limitations

You agree that, regardless of any statute or law to the contrary, any claim under this Agreement must be brought within one (1) year after the cause of action arises, or such claim or cause of action is forever barred.

Severability of Terms; Non-waiver of Terms; Assignment

If any portion of the Agreement is held to be invalid or unenforceable, such provision shall be stricken and the remainder of the Agreement enforced as written. If Action Athletic Wear & Crest Ltd. does not exercise or enforce any legal right or remedy including those contained in the Agreement or arising under applicable law, this will not be taken to be a formal waiver or relinquishment of our rights. Action Athletic Wear & Crest Ltd. may assign or delegate all rights and obligations under the Agreement, fully or partially.

Notices

Action Athletic Wear & Crest Ltd. may provide you with notices, including those regarding changes to the Agreement, by email, regular mail, or postings to the Service. Action Athletic Wear & Crest Ltd.'s mailing address is 220 West 6th Avenue, Vancouver, BC, Canada, V5Y 1K8. If you have general questions or concerns regarding these Terms of Service, please contact us in info@actionathleticwear.com or at our mailing address.