

# **Truth2Tshirt Terms of Use**

**Effective Date: August 11, 2019**

Welcome to **Truth2Tshirt.com** (the “Website”) owned and published by **AnnegramInk, LLC** (“AGI,” “we” or “us”). These Terms of Use govern your use of the Website and any services provided through the Website (the “Service”). They establish applicable terms, conditions, rights and responsibilities. Please read these Terms of Use carefully. By using the Website, you agree to the Terms of Use and all other terms incorporated herein by reference.

## **Website Access and Use**

### **Access and Use Generally**

The Website is intended solely for your personal, non-commercial use. You have a limited, non-exclusive, revocable license to access and use the Website in accordance with these Terms of Use. AGI reserves the right to terminate your use of the Website or Service if, in its sole discretion and without notice or liability to you, it believes you have violated any of the terms or engaged in any Prohibited Uses. You agree AGI will not be liable to you or anyone else for any termination of your access, or any modification or discontinuance of the Website or any service or product offered through the Website. You warrant that your use of the Website is and will at all times remain in full compliance with these Terms of Use.

### **Age and Capacity Requirements**

By using the Website, you represent and warrant that you meet the age requirements and are able to enter into legally binding contracts. You may not use the Website if you are under the age of 13. If you are 13 years of age or older, but under the age of 18, you may only access the Website under the supervision of a parent or legal guardian subject to his or her consent to the terms of our Privacy Policy [[LINK HERE](#)] and these Terms of Use.

### **Prohibited Uses**

Engaging in Prohibited Uses will result in an automatic termination of the rights and licenses granted to you under these Terms of Use and AGI reserves the right to pursue any and all remedies available to us for any breach [See Dispute Resolution, below]. AGI assumes no responsibility for Prohibited Uses of the Website and Service and assumes no liability for such. We do, however, reserve the right to investigate complaints or allegations of prohibited uses of the Website including Prohibited Content and Prohibited Conduct.

## **Prohibited Content**

In using the Website or Service, you agree not to display, download, transmit, upload, or otherwise distribute any content that is abusive, defamatory, illegal, obscene, offensive, libelous, pornographic, threatening or violent. This includes, but is not limited to, content that a) is patently offensive or promotes bigotry, hatred physical harm or racism against any group or individual; b) contains hateful and/or racist terms or any insignia or marks signifying hate towards any group; c) contains pornographic images or involves nudity; d) you know to be false or misleading; e) violates any applicable local, state, national, or foreign laws or regulation (or advocates or encourages conduct that would violate such laws); f) depicts or glamorizes the use of illegal substances; g) infringes on the intellectual property or other rights of a third party; h) violates the privacy rights, or any other rights, of an individual or poses a privacy or security risk to any individual; i) includes photograph(s) or video(s) of another person without that person's consent; j) harasses or exploits or advocates harassment or exploitation of another person; k) solicits or is designed to solicit personal information from other Users; or l) involves the transmission of unsolicited mass mailings (chain letters, junk mail, spamming or spimming). AGI may, in its sole discretion, delete, reject, refuse or remove any Prohibited Content from its servers as non-compliant with these Terms of Use.

## **Prohibited Conduct**

In using the Website or Service, you agree not to engage in the following prohibited activities: a) using the Website for commercial or promotional purposes without prior written consent from AGI; b) engaging in any activity that violates applicable laws, regulations or rules including criminal or tortious activities; c) defrauding, harassing, stalking or threatening others; d) infringing on the rights of any third parties; d) attempting to violate or violating the security of the Website or the Website's host server(s) [including, among other things, attempting to probe, scan, or test the vulnerabilities/capabilities of the Website, attempting to breach security or authentication measures of the Website; attempting to modify, decompile or otherwise disassemble any of the source code(s) or other technology used in providing the Website; introducing viruses or other technologies intended to damage, disrupt or limit the functionality of the Website software or hardware; accessing content or data not intended for you; mining information about other Users (including email and other information)]; e) interfering with or creating an undue burden on the Website or networks or Service connected with the Website; f) interfering with or disrupting the access of any user; g) Impersonating another person or entity; h) copying, distributing, modifying, or otherwise transmitting in whole or in part any Content from AGI Services other than your User Content; i) using meta tags, search terms, or key terms using AnnegramInk, Truth2Tshirt or our other trademarks; j)

bidding on, purchasing, or registering any keywords, search terms or other identifiers including the term variations of “Truth2tshirt” and “AnnegramInk,” (TruthtoTshirt, AnnegramInc, Annegram Inc, et al) for use in any search engine portal, sponsored advertising service or other search or referral service; or k) engaging in any other proscribed activities.

## **Intellectual Property**

All content included on the Website and Service including, but not limited to, button icons, digital downloads, graphics, images, logos, media, software and text (“AGI Content”) is the property of AGI and is protected by United States intellectual property laws. All software used on this Website is also the property of AGI or its software suppliers.

## **Copyright**

You acknowledge the AGI Content on the Website is protected by copyright and other proprietary rights. You agree not to appropriate, copy, download, distribute, embed, frame, publish, reproduce, transmit, or otherwise use these materials in any way – in whole or in part - without prior written consent from AGI. You further agree not decompile, reverse engineer, scrape, or use other technology to copy any other materials from the Website for any other purpose. Any unauthorized uses of our materials will result in an immediate breach of these Terms of Use as well as other applicable laws. If you believe material on our Website infringes the copyrights of another person, please contact us at [support@AnnegramInk.com](mailto:support@AnnegramInk.com).

## **Trademarks**

You agree not to use the **Truth2Tshirt** or **AnnegramInk** trademarks, service marks, product and service names, or other source-identifying indicia (the “Marks”) without prior written consent from AGI.

## **User Content**

“User content” means content that you submit or transmit to or through our Website, such as comments, communications, compliments, ideas, photographs, postings, reviews, suggestions, videos, web forms, and other information that you display. You warrant that you own the rights to your User Content or are otherwise authorized to display, post, transmit or otherwise distribute your User Content. You hereby grant AGI and its agents, affiliates, and other representatives a perpetual, non-exclusive, license to use your User Content and the materials you post to the Website in connection with operating our business, including the right to copy, distribute, edit, publicly display, reformat, reproduce, or translate your User Content.

## **User Ideas**

If you have an idea for a T-shirt prompt ("User Idea"), please send it to support@AnnegramInk.com. By doing so, you represent that your User Idea is original and unpublished to your knowledge. We will review User Ideas in our sole discretion and are under no obligation to review or use your User Idea. If we do use your Idea, we agree to give you two (2) free t-shirts with your Idea from Truth2Tshirt. You acknowledge and agree that the User Idea will then become the exclusive property of AGI with unlimited rights to use and will sign our User Idea Agreement to receive this compensation. You acknowledge and agree AGI receives multiple versions of the same or similar User Ideas from a variety of sources and AGI is not obligated to use any User Idea, regardless of order in which received. You also acknowledge and agree that AGI is not obligated to compensate more than one party for the same or similar idea, or any party for an idea that is the same or similar to an idea already developed by AGI prior to the User Idea submission.

## **Reviews and Feedback**

We do not claim any ownership rights in any product/service reviews or feedback submitted by you through the Website ("Feedback"). If you do provide AGI feedback regarding the Site or Services, you hereby agree that such feedback is non-confidential and non-proprietary. You assign all rights to your feedback and hereby grant AGI an irrevocable, non-exclusive, perpetual, royalty-free, sub-licensable, worldwide license to use such feedback in any manner we deem appropriate. AGI may add to, delete from, distribute, modify, publicly display, publicly perform, reproduce, translate, and otherwise use your Feedback, in whole or in part, for advertising or any other lawful purpose, in any media format. You also agree that we may identify you as the author of your Feedback by name, screen name, or otherwise as we deem appropriate. We accept no responsibility whatsoever in connection with or arising from your Feedback, including but not limited to disputes with third parties. You warrant that your Feedback will not violate these Terms of Use.

## **Warranties and Disclaimers**

AGI makes no representations or warranties other than as expressly made in these Terms of Use.

## **As Is Condition**

The material on the Website, including but not limited to, all content, functions, information, materials, services, and software made available on or accessed by means of the Website are provided in "as is" and "as available" condition to the extent permitted by law, without warranties of any kind, either express or implied, including warranties of non-infringement and warranties of merchantability and fitness for a particular purpose. We do not warrant that the Website and/or the Service will be uninterrupted, will be free of inaccuracies or errors, will meet your requirements; or will operate in

the configuration or with the hardware or software you use. We do our best to prevent viruses, worms, and other harmful materials from being distributed through the Website, we do not warrant that materials on the Website will be free of such materials. You assume the risk of any and all damage or loss from use of, or inability to use, the Site.

### **Product and Pricing Information**

The Website may contain omissions, typographical errors, or other inaccurate product information including, but not limited to, product descriptions and information related to availability and pricing. We reserve the right to correct errors, omissions, or other inaccuracies and to change or cancel orders at any time without notice. We have attempted to display the styles and colors of our products as accurately as possible on the Website, we cannot guarantee that any product you purchase will appear exactly as it appears on the Website.

### **Acceptance of Orders**

AGI reserves the right at our sole discretion to refuse or cancel any order for any reason. We will contact you if any portion of your order is cancelled or if additional information is required to process your order. We will issue a credit by the charged payment method if your order is cancelled after you have paid.

### **Affiliated Sites**

AGI may work with a number of partners and affiliates whose Internet sites may be linked with the Website. Because neither AGI nor the Website has control over the content and performance of these partner and affiliate sites, AGI makes no guarantees about the accuracy, currency, content, or quality of the information provided by such sites and AGI assumes no responsibility and no liability for them. Similarly, you may have access to content items that are owned by third parties in connection with your use of the Website and AGI assumes no responsibility and no liability for any third party websites or materials as well.

### **Limitation of Liability**

You agree to assume full responsibility and risk resulting from your use of the Website and any information on the Website. AGI and any agents, assigns, business partners, consultants, directors, employees, managers, members, officers, owners, shareholders, subsidiaries, successors, or other representatives ("Affiliates") are not liable for any indirect, punitive, special or consequential damages. You hereby release us from any and all obligations, liabilities and claims covered by this limitation to the fullest extent permitted by law.

**Indemnification**

You agree to indemnify and hold AGI harmless including our Affiliates from any and all claims, costs, damages, expenses and losses, (including but not limited to attorneys' fees) arising from or in relation to your use of the Website or Service. This includes, but is not limited to, any third-party claims, and/or your breach of any representation, warranty, or other provision of these Terms of Use. For the avoidance of doubt, this will include disputes that are settled out of court or resolved through informal negotiations, mediation or arbitration, at our election.

**Dispute Resolution**

Any dispute or claim ("Dispute") arising out of or relating these Terms or the Use or related to the use of the Website or Service will be resolved as described below:

**Law and Jurisdiction**

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Vermont, without regard to its conflict of law principles. You consent to venue and personal jurisdiction there.

**Informal Negotiations**

You and AGI agree to negotiate any dispute informally for at least thirty (30) days prior to initiating any other formal legal proceeding. Informal negotiations will commence upon written notice by either party to the other.

For any Dispute you have with AGI, please contact us at [support@AnnegramInk.com](mailto:support@AnnegramInk.com).

**Agreement to Binding Arbitration**

You and AGI agree to submit any Dispute that was unable to be resolved through Informal Negotiations to personal and exclusive arbitration in Washington County, VT. Arbitration will be governed by the rules of the *American Arbitration Association* (AAA) and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes. [See [www.adr.org](http://www.adr.org)]. The arbitrator's ruling will be binding and may be entered as a judgment in any court of competent jurisdiction.

**Waiver of Jury Trial and Right to Class Action**

You hereby waive any right to class action and/or class arbitration. You agree that you may raise disputes against AGI in an individual capacity only.

**Exceptions to Binding Arbitration**

You and AGI agree that any Dispute that is not subject to arbitration, or where no election to arbitrate can be made, will be brought in the applicable court of record of the State of Vermont, including the

United States District Court of Vermont or Vermont State and Federal Courts located in/near Montpelier. You consent to the jurisdiction of such courts and waive objections to venue. Claims of infringement, misappropriation of patent, copyright, trademark or trade secret will be so brought.

### **Time Limitations**

Any claim for Dispute resolution must be filed within one (1) year after such claim arose or it is forever barred. In the event that this limitation on time period for bringing an action is determined or held to be inapplicable or unenforceable by any court, arbitration panel or other tribunal, then the statute of limitations for the state of Vermont will apply.

### **Third Party Disputes**

You agree that any Dispute you have with any third-party is directly between you and such third party.

### **Communications**

By using the Service, you agree that we may communicate with you by mail, email, telephone, or by posting notices on the Website. Any notices, agreements, disclosures, or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing. You hereby affirmatively consent to receive emails, newsletters, special promotional offers and other communications from AGI. [You can unsubscribe from these Communications at any time at support@AnnegramInk.com].

### **Privacy**

AGI respects your privacy. We have adopted a Privacy Policy to explain how we collect and use your personal information. These Terms of Use expressly incorporate our Privacy Policy by reference. A complete statement of our current privacy policy can be found here: [add LINK here]

### **Modification and Revisions to Terms of Use**

We retain the right to alter, change, discontinue, modify, suspend or terminate these Terms of Use at any time, for any reason, without notice or liability. The current Terms of Use supersede any and all previous Terms of Use. Any modifications to the Terms of Use are effective as of the posting of the change. The effective date of any revisions appears at the beginning of these Terms of Use.

### **Contact Us**

If you have any questions about these Terms of Use, please contact us using the information provided below:

Email: support@AnnegramInk.com

Mailing Address:

**Truth2TShirt c/o AnnegramInk**

**Attn: Legal / Privacy**

**PO Box 42**

**Eden, VT 05652**

## **Additional Terms**

### **Entire Agreement**

These Terms of Use constitute the entire agreement between you and AGI with respect to the Website, excepting our Privacy Policy [LINK HERE]. These Terms of Use supersede any and all prior agreements and understandings. No agency, partnership, joint venture or employee-employer relationship is intended or created by these Terms.

### **Severability**

If any term or provision of these Terms of Use is found to be unenforceable, the remaining terms and provisions shall survive in full force and effect. In the event that any portion of this these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible and the remaining parts will remain in full force.

### **Waiver**

The failure of AGI to assert or enforce – or to partially enforce - any right or provision in these Terms of Use will not constitute a waiver of such right or provision. Neither will it affect AGI's right to require performance at any time thereafter nor will it constitute a continuing waiver of such term or condition or any other term or condition.

### **Assignment and Transferability**

AGI may assign its rights in these Terms of Use without restriction. You may not assign or otherwise transfer the rights or licenses granted under these Terms of Use directly or indirectly without the prior written consent of AGI.

### **Survival**

Provisions in the AGI Terms of Use that are intended to survive the termination of the agreement will, by their nature, survive.

**These Terms of Use were last updated on August 19, 2019.**