



## ***Disclaimer / Terms & Conditions / Privacy Policy***

### **Shipping and Delivery:**

Please note that your order cannot be scheduled for printing until payment is made.

Please allow 10-15 business days for delivery of merchandise ordered using our complimentary shipping promotion. Payment must be made within 48 hours of invoice date in order for the delivery deadline to become effective.

All shipping is facilitated by FedEx, UPS, and USPS via Ground Shipping. If you would like to upgrade or expedite your shipment options, please contact us for pricing.

Please be advised that Cali Prints will be held harmless for any merchandise which is lost/damaged/stolen due to an error on the part of the carrier company.

Should you wish to purchase insurance for your merchandise, please notify us.

### **Privacy:**

We value our customers and their privacy. All personal information is used to ensure efficient processing of your order. This information is used by our staff for contacting and identifying customers and their needs. We will not give, sell, rent, or loan any personally identifiable information to any third party, unless we are legally required to do so or you authorize us to do so.

### **Information Collection and Usage:**

Our site uses an order form for customers to request information, products, and services. We collect visitor's contact information (like their email address). The customer's contact information is used to get in touch with the visitor when necessary. i.e, in the event there is a problem processing an order, corporate changes, or changes in privacy practices. Financial information that is collected is used to bill the user for products and services. Basic personal information, such as name, address, and/or email address is also requested for any promotional features offered on our site in order to contact winners of such promotions.



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### **Security:**

This website takes every precaution to protect our users' information. When users submit sensitive information via the website, your information is protected both online and off-line. When our invoicing system asks users to enter sensitive information (such as credit card number), that information is encrypted and protected. While on a secure page, such as our order form, the lock icon on the bottom of Web browsers such as Netscape Navigator and Microsoft Internet Explorer becomes locked, as opposed to unlocked, or open, when you are just "surfing".

### **Cancellation/Returns:**

Cali Prints goes to great lengths to ensure that all orders are filled accurately and on time and are of the highest quality. Accordingly, Cali Prints accepts returns and will refund payment if and when customers are disappointed by Cali Prints merchandise for one of the following reasons: (a) the items themselves are materially flawed; (b) the quality of the decorating (i.e., the printing or embroidery) is below a reasonable range of expectations; or (c) the design of the final product is materially different from the final design submitted by the customer. To receive a reprint and/or a refund we will first have to verify that the products are flawed. With either a picture sent via email or the returning of the products at the customers cost. In some cases a cancellation may result in a cancellation fee. These cases include (a) we have already ordered the products; (b) Have designed the artwork; and/or (c) Have already started printing the products.

### **Indemnity:**

You agree to defend, indemnify and hold Cali Prints and its affiliates harmless from and against any and all claims, damages, costs and expenses, including reasonable attorneys' fees, arising from or relating to your use of Cali Prints' Site and the Service, your violation of this Agreement, or your violation of any rights of another.



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### **Limit of Cali Prints' Responsibility:**

Cali Prints' will be responsible for acting only on those instructions sent to Cali Prints that actually are received and does not assume responsibility for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of any orders you send. Cali Prints is not responsible for any losses or delays in transmission of orders arising out of the use of any Internet Access Service Provider or caused by any browser software or any computer virus or related problem that may be attributable to services provided by any Internet Access Service Provider. Cali Prints is not responsible should you give incorrect instructions or if your credit-card payment is not processed by your credit-card company. In no event will Cali Prints be liable for any damages, including without limitation, direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with this site or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if Cali Prints, or representatives thereof, are advised of the possibility of such damages, losses or expenses.