

Terms of Use
Last Updated: December 22, 2010

Please read these Terms of Use carefully. They contain important information about your rights and obligations.

The website is brought to you by Carlson Craft Binder Division (“we” or “us” or “our”). By visiting and/or using the Website, you fully and unconditionally agree to these Terms of Use. If you do not agree to these Terms of Use, please do not visit or use the Website. Any offer provided by us is conditioned upon your acceptance of this Terms of Use Agreement. By using this site, you represent that you lawfully consent to U.S. jurisdiction for all purposes on our site as if a resident of the U.S., and have the right, authority and capacity to enter into these Terms of Use Agreement.

Changes to Terms of Use

We may revise these Terms of Use at any time by updating this page. Such changes will be effective immediately upon posting. It is your responsibility to periodically visit this page to review the most current version of the Terms of Use. Your continued use of the website following such change will indicate your acceptance to the Terms of Use. You may print a copy of these Terms of Use Agreement for your reference.

Registration (if applicable)

When and if you set up an account and/or use the Services on the Website, you agree to: (1) provide accurate, current, and complete information; (2) maintain and keep your information accurate, current, and complete; (3) not impersonate any person or entity, and (4) you will not select a user name that in our sole discretion deems offensive. We reserve the right to terminate your access to and use of the Website and Services if any information provided by you is untrue, inaccurate, not current, or incomplete. Our use and disclosure of any information you provide us is governed by our [privacy policy](#). All activity conducted in connection with your account will be your responsibility.

Your Conduct

Visiting this Site: By using this site you agree not to:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the rights of others, including without limitation others’ privacy rights or rights of publicity.
- Falsely state or otherwise misrepresent your affiliation with any person or entity, or use any fraudulent, misleading, or inaccurate email address or other contact information.
- Restrict or inhibit other users from using the Services.
- Violate any applicable laws, rules, or regulations.
- Express or imply that any statements you make are endorsed by us.
- Engage in spamming or flooding.
- Access or use (or attempt to access or use) another user’s content without permission.

- Modify, adapt, sublicense, translate, sell, reverse engineer, decompile, or disassemble any portion of the Services or the Website.
- Remove any copyright, trademark, or other proprietary rights notices contained in or displayed on any portion of the Website.
- “Frame” or “mirror” any portion of the Website, or link to any page from the Website without our prior written authorization.
- Order or purchase Services through the Website if you are not 18 years of age or older, or have the specific permission of a parent or legal guardian.

Sharing Information: By using the Website, you agree not to upload, post, email or otherwise send or transmit any material that: (1) contains viruses, worms, Trojan horses, defects, date bombs, time bombs or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Website; (2) is abusive, illegal, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights or otherwise objectionable or which may give rise to liability or violate any law; (3) is in violation of a copyright, trademark or other intellectual property or other right of any person; (4) requests personally identifiable information; or (5) contains any advertisement, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication.

Your Submissions: If you choose to upload or otherwise submit any material through the Website, including without limitation, video photographs, images, text, graphics, sounds, data, or files to the Website, by uploading such video or photographs you represent and warrant that: (1) you own or otherwise possess all necessary rights with respect to your Submissions; (2) your Submissions do not and will not infringe, misappropriate, use or disclose without authorization, or otherwise violate any intellectual property or proprietary rights of any third party; and (3) you hereby consent to the use of your likeness, and you acknowledge you have obtained the written consent, release, and/or permission of every identifiable individual who appears in a Submission to use such individual’s likeness, or if any such identifiable individual is under the age of eighteen (18), you have obtained such written consent, release and/or permission from such individual’s parent or guardian (and you agree to provide to us with a copy of any such consents, releases and/or permission upon our request).

We may request that you submit evidence of your ownership of or right to use your Submissions. If, upon such request, we do not receive information we deem sufficient to evidence such rights, we reserve the right to: (i) suspend the shipping of an order or service relating to such content, and/or (ii) share the content and information regarding the member with governmental organizations, law enforcement authorities or other third parties.

Age Limitations

You must be 18 to order or purchase Services from this site unless you have the specific permission from a parent or legal guardian. If you use any chat room or other community page on the Website, you must be at least thirteen (13) years old. We recommend that

minors over age 13 (that is, between ages 13 and 18) obtain their parent's or guardian's permission before sending information about themselves to anyone online. [Click here](#) for tips on staying safe online.

If you are a convicted sexual predator, you may not use any such Website feature (chat rooms or community pages).

Obligations & Responsibilities

You acknowledge that, by providing you with the ability to view and distribute user-generated content on the Website, we are acting only as a passive conduit for such distribution, and we are not undertaking any obligation or liability relating to any such content. We do not and cannot review all communications and materials posted to the Website, and we are not responsible for the content of such communications and materials. All such content is offered AS IS, and you view and use it at your own risk. You acknowledge and agree that we may (but are not obligated to) do any of the following, at our discretion: (1) monitor and/or filter any Submissions; (2) remove or refuse to send, transmit, or otherwise use any Submission (including without limitation, by suspending the processing and shipping of any order related to any Submission); and/or (3) disclose any Submission, and the circumstances surrounding the transmission or use thereof to any third party.

If you become aware of misuse of the Website by any person, please contact us at essentials@carlsoncraft.com.

Our Use of Information Submitted

You agree that we are free to use any comments, information, reviews, feedback, postings, materials, photographs, artwork, ideas, or any other content contained in any communication you may send to us, without notice, compensation or acknowledgement to you, for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services and creating, modifying or improving the Website or other products or services.

Idea Submission

Any ideas and/or suggestions that you submit will be owned by us, and you hereby irrevocably assign any intellectual property rights in such ideas and suggestions to us.

Order Acceptance & Payment

We reserve the right at any time after receipt of your order to either accept or decline your order for any reason. We reserve the right at any time after the receipt of the order, to supply less than the quantity you ordered of any item. Some circumstances under which we may cancel the order may include but are not limited to 1) defects or damages found at the time of shipping, 2) errors in the product description, quantity and pricing on our website or catalog (if applicable), 3) due to any typographical error, (4) if an item is out of stock or no longer available, (5) we become aware of a product safety concern, or (6) if a product is in violation of copyright or infringement laws or any other legal issue. By placing an order, you accept and agree that the total liability of us under any legal

claims whatsoever, shall be limited to the amount of money you have actually paid solely and only for placing the order. If your order is rejected or limited by us, your exclusive and sole remedy is either (a) we will issue a credit to your credit card account in the amount charged for the cancelled portion or the quantity not provided (if your credit card had been charged for the order), (b) we will issue a check for the amount paid by you if payment was received check (if applicable/accepted) or (c) we will not charge your credit card for the cancelled portion of the order of the quantity not provided. It will be in our sole discretion how to refund, refinance, or replace an item with a similar or identical product.

For each product or service you order from the website, you agree to pay the price applicable for the product or service (including any sales tax, surcharges and any delivery fees for the delivery service you select) as of the time you submitted the order. Unless agreed upon an alternative billing arrangement in writing, we will automatically bill your credit card submitted as part of the order process. By using a credit or debit card you signify that you are the rightful owner of the card. We shall not be responsible for inappropriate credit card use nor shall we bear the responsibility to verify credit card owner. Without limiting remedies, we reserve the right to charge a late fee on all past due payments equivalent to the lesser of one and a half percent (1.5%) per month on the unpaid balance or the highest rate allowed by law. By ordering from us, you agree to pay for all collection costs, attorneys fees, and court costs incurred in the collection of past due amounts.

Compliance

You agree to comply with all applicable laws, statutes and regulations regarding your use of this Site and your purchase of products or services (if applicable) through our Site. We may, in our sole discretion report actual or perceived violations of law to law enforcement or appropriate authorities. If we become aware of any potential violation of the Terms of Use or our [Privacy Policy](#), we may (but are not obligated to) conduct an investigation to determine the appropriate enforcement action, during which we may suspend services or terminate the account of any customer being investigated.

Termination

We reserve the right in our sole discretion to terminate or restrict your use of the Website or the Services, without notice, for any or no reason, and without liability to you or any third party. You agree that we shall not be liable to you or any third party for any termination of your access to the Website or the Services. At our sole discretion, we may modify or remove any User Content that violates or is inconsistent with these Terms of Use or their intent, that your conduct is disruptive, or you have violated the law, these Terms of Use, or the rights of us or another user. We will have no liability to you for any deletion of your User Content.

We may also change, suspend, or discontinue any aspect of the Website or the Services at any time, including the availability of any feature or content without prior notice. Any updates to the Site will be subject to these Terms of Use.

Trademarks

All trademarks, service marks and trade names of ours used on the Website are trademarks or registered trademarks of us in the U.S. and/or other countries. They may not be used without our prior express written permission. All other trademarks that appear on the Website are the property of their respective owners, who may or may not be affiliated with, connected to or endorsed by us.

Copyright

The entire content of the Website, including but not limited to text, graphics and code, is our property. We grant you permission to electronically copy and print hard copy portions of the Website solely for your own personal, non-commercial use, provided that you do not change or delete any proprietary notices from downloaded or printed materials. Any other use, including but not limited to the reproduction, distribution, display or transmission of the Website content is strictly prohibited, unless authorized by us in writing.

Copyright Violations

We respect the intellectual property rights of others and will take appropriate steps to protect the intellectual property rights of third parties if it receives notice in accordance with the Digital Millennium Copyright Act. If you believe your copyright or the copyright of another has been infringed on, please provide our Copyright Agent with a written notice containing the following information:

- a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that you believe has been infringed;
- an identification of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringed is located on the site;
- information on how to contact you including your address, telephone number, and email address, if available;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Claims of infringement should be mailed via certified mail, return receipt requested, to the following address:

General Counsel
1725 Roe Crest Drive
North Mankato, MN 56003

Warranty Disclaimer & Liability Limit

To the fullest extent permissible under applicable law, we present the Website and the Services "AS IS" and without any warranty of any kind, whether express, implied, or

statutory. We specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the functions contained in the Website will be uninterrupted or error-free, that defects will be corrected or that this Website or the server that makes this website available are free of viruses or other harmful components. In the event of any breach of any warranty, your exclusive remedy shall be that we shall, at our option, repair, replace, or refund the price you paid for any defective goods. We assume no liability or responsibility for any errors or omissions on the Website; any failures, delays or interruptions in the Website's accessibility; any losses or damages arising from the use of the Website; or any conduct by other users of the Website. We reserve the right to deliver the Website in our sole and absolute discretion. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing may not apply to you. IN NO EVENT SHALL WE, OUR AFFILIATES, SUBSIDIARIES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE OR THESE TERMS, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES (INCLUDING, BUT NOT LIMITED TO, ALL MATERIALS INCORPORATED THEREIN AND ALL FEATURES AND FUNCTIONALITY OF THE SERVICE) AND TOTAL LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT PAID FOR THE PRODUCT. Some states do not allow the exclusion of certain damages, so the above may not apply to you. If any authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by law.

Indemnification

You agree to indemnify, defend and hold us, our shareholders, officers, directors, employees and agents harmless from and against any third-party claim or cause of action, including reasonable attorneys' fees and court costs, arising, directly or indirectly, in whole or in part, out of your use of the Website or your violation of these Terms of Use, any law or the rights of any third party.

Electronic Notices

By using the Website, you agree to receive electronic communications from us. You agree that any notice, agreement, disclosure or other communication that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Third-Party Links

The Website may link to sites operated by third parties. However, we have no control over these linked sites, all of which have their own terms of use and data collection practices. These linked sites are only for your convenience, and you access them at your own risk.

Disputes

Your use of the Website shall be governed by the laws of Minnesota, without regard to choice of law provisions. Except where prohibited, you agree that any and all disputes, claims and causes of action directly or indirectly arising out of or relating to the Website shall be resolved individually, without resort to any form of class action, and exclusively in the state or federal courts located in Nicollet County, Minnesota. Any cause of action or claim you may have with respect to the Website must be commenced within one (1) year after the claim or cause of action arises, or it shall be forever barred.

General

The Services are controlled and operated within the United States, and are not intended to be subject to the laws or jurisdiction of any country or territory other than that of the United States. We do not represent or warrant that the Services or any part thereof are appropriate or available for use in any particular jurisdiction. Those who choose to access the Services do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules, and regulations. We may limit the Services availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

If any provision of these Terms of Use is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such provision. Our failure to enforce any provision of these Terms of Use shall not constitute a waiver of that or any other provision. These Terms of Use set forth the entire understanding and agreement between you and us with respect to the subject matter hereof.

Contact Us

If you have any questions about these Terms of Use, please contact us at: essentials@carlsoncraft.com.

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