

Intellectual Property Policy

All American Vinyl, LLC.

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This Intellectual Property Policy (the “IPP”) outlines the responsibilities and rights of registered and non-registered users (each a “User,” and collectively, the “Users”) of our products, and print services (collectively, the “Service”) with regard to the intellectual property of Users and of All American Vinyl, LLC. (“All American Vinyl”). This document is an important contract between All American Vinyl and our Users, and as such, we have tried to make it as clear as possible. In addition to the full legal terms and text, we have provided short non-binding summaries with each clause. These summaries do not aim to replace or misrepresent the full text. For the avoidance of doubt, “intellectual property” refers to copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and all other such rights.

A. Definitions

Summary: These terms are used throughout this IPP and it’s important that you understand what we are referring to when we use them.

Terms not defined in this section shall have the meaning provided elsewhere in the Terms of Service.

1. “Agreement” refers, collectively, to all the terms, conditions, notices contained or referenced in this document (the “IPP”) and all other operating rules, policies, including the All American Vinyl Privacy Policy and the All American Vinyl Terms of Service and procedures that we may publish from time to time on the Website including but not limited to Shipping, Payments, and Returns.
2. “Content” refers to content submitted for print, including without limitation text, images, photographs, graphics, designs and other materials. “Content” also includes print Services. “User-Generated Content” is Content, written or otherwise, created or uploaded by our Users. “Your Content” is Content that You create or own, otherwise, All American Vinyl

manages and retains rights to the Content.

3. "Customers" refer to individuals or companies that purchase Your Products.
4. "Order" refers to Your Product once it has been purchased by You. "Produced Orders" refers to Orders that have been completed and shipped.
5. The "Products," refers to the printed product.
6. "Providers," refers to All American Vinyl.
7. "Us" and "We" refers to All American Vinyl, LLC., as well as our affiliates, directors, subsidiaries, contractors, licensors, officers, agents, and employees.
8. "User," "You," "Your" refers to the individual person, company, or organization that has submitted designs for print; that accesses or uses any part of the account; or that directs the use of the account in the performance of its functions.

B. General

When You use Our Services You are agreeing to:

- This Intellectual Property Policy
- Our Privacy Policy
- Our Terms of Service
- Any other terms or policies we reference in any of the above.

Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, this IPP constitutes the entire Agreement between Printify and You pertaining to the subject matter hereof, and supersedes any and all prior oral or written understandings or agreements between All American Vinyl LLC. and You in relation to the access to and use of the Service.

If any provision of this IPP is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

All American Vinyl LLC. may use its discretion to refuse print services, at any time, with or without prior notice to you, if it violates any of our Terms of Service or policies or is reported to be infringing on intellectual property rights of others. In addition to intellectual property concerns, Content that contains any of the below is prohibited.

-Child Exploitation: You may not post or upload Content that exploits or abuses children, including but not limited to images or depictions of child abuse or sexual abuse, or that presents children in a sexual manner.

-Harassment, Bullying, Defamation and Threats: You may not post or upload Content that harasses, bullies, defames or threatens a specific individual.

-Hateful Content: You may not post or upload Content that condones or promotes violence against people based on race, ethnicity, color, national origin, religion, age, gender, sexual orientation, disability, medical condition or veteran status.

-Illegal Activities: You may not post or upload Content that facilitates or promotes activities that go against the laws of the jurisdictions in which you operate or do business.

-Intellectual Property: You may not post or upload Content that infringes on the copyright or trademarks of others.

-Personal and Confidential Information: You may not post or upload any Content that contains personally identifiable information sensitive personal information, or confidential information, such as credit card numbers, confidential national ID numbers, or account passwords unless you have consent from the person to whom the information belongs or who is otherwise authorized to provide such consent.

-Self-Harm: You may not post or upload Content that promotes self-harm.

-Terrorist Organizations: You may not post or upload Content that implies or promotes support or funding of, or membership in, a terrorist organizations.

Questions about this Intellectual Property Policy? Contact us.

C. When Does This IPP Apply?

Summary: By using All American Vinyl LLC., You are agreeing to all the terms below.

By using the Service, You are agreeing, on behalf of Yourself and those You represent, to comply with and be legally bound by this Agreement and all applicable laws. If You do not agree with any provision of this IPP, You must discontinue Your use of the Service.

D. Can This IPP Be Modified?

Summary: We can change these terms, and if the changes are big, we'll let You know.

All American Vinyl LLC. reserves the right to revise this IPP from time to time and the most current version will always be posted on our Website. The “Last Updated” date at the top of this IPP reflects the date of the last modification. Your use of the Service following the effective date of any modifications to this IPP will constitute your acceptance of such revised IPP. If You do not agree to the new terms, You should stop using the Service.

E. How Does Printify Handle Intellectual Property Right Claims?

All American Vinyl, LLC. respects the intellectual property rights of others and we expect people using our Service to do the same. It is our practice—in appropriate circumstances and at our discretion—to refuse service or terminate the accounts of Users who infringe or are repeatedly charged with infringing copyrights or other intellectual property rights of others.

All American Vinyl, LLC. prohibits the use of our Service to sell counterfeit goods. A User printing and selling counterfeit goods through our Service may be held liable for selling counterfeit products if such User has reason to know or knows that the products are counterfeit.

Summary: We're passionate about helping people run their own businesses and as such we feel strongly about other people getting in the way of that by stealing intellectual property.

All American Vinyl, LLC. allows Users to submit Content to create User Products to sell. Subject to the terms outlined in the All American Vinyl, LLC. Terms of Service, Users alone are solely responsible for such User's Content. However, We retain the right, at our sole discretion, to reject the production of User Products that contain Content that we have reason to believe may be infringing copyrights or other intellectual property rights of others.

Summary: Although You alone are responsible for the content You upload, we can refuse to produce any products with content we believe might be infringing on others' rights.

If You believe that the Content in question does not infringe on intellectual property rights of others, You should contact All American Vinyl, LLC. Customer Care with proof clearly outlining Your rights to use the Content.

If You notice infringement of Your copyrights or other intellectual property rights, You can notify Us as follows. Please note that All American Vinyl, LLC. cannot provide You with legal advice or representation, and We recommend that You speak with a licensed attorney in Your jurisdiction if You are seeking legal advice. If You are a copyright holder or are authorized to act on behalf of one, You may report alleged copyright infringements on the Service by completing the Digital Millennium Copyright Act (“DMCA”) Notice of Alleged Infringement (the “DMCA

Notice”). In accordance with the Digital Millennium Copyright Act, which You can find on the US Copyright Office website, We will respond as quickly as we can to claims of suspected copyright infringement that are reported via our DMCA Notice of Alleged Infringement or to orders@aavinyl.com.

Upon receipt of Your DMCA Notice, We will notify the User responsible for uploading the corresponding Content and will provide the User with an opportunity to respond. We will take whatever additional action we deem appropriate. Please note that it may take up to 10 business days to process, review, and act on Your request.

Summary: All American Vinyl, LLC. respects intellectual property rights. If We receive a DMCA Notice, We may refuse Service. If You think the claim is invalid, You can respond and let us know why. If You believe one of our Users is infringing on Your intellectual property rights, please send All American Vinyl, LLC. a DMCA Notice.

All American Vinyl, LLC. respects the trademark rights of others. If You are concerned that someone may be using Your trademark in an infringing way, let Us know by email at orders@aavinyl.com. We will review Your complaint and take whatever action We deem appropriate.

Summary: All American Vinyl, LLC. also takes issues of trademark violations seriously and if We receive a complaint of a purported trademark violation, We will investigate and may refuse Service.

F. What Can You Do If Your Content was refused?

Summary: If You believe the complaint raised regarding Your Content is improper, follow the proper instructions below and We will help You sort things out.

If You received a notification that Your Content has been refused as a result of a copyright complaint, it means another User reported that they own the rights to the Content, and requested that We refuse Your Content. If You want us to forward the information from the copyright complaint notification, email us at orders@aavinyl.com to let us know. Please note that We may remove some personal contact information from the original complaint.

If You think We made a mistake by refusing Your Content, You can file a counter-notice with Us, by following the directions and requirements below.

Note: There are legal and financial consequences for fraudulent or bad faith counter-notices. Before submitting a counter-notice, make sure You have a good faith belief that We refused Your Content in error, and that You understand the repercussions of submitting a false claim. If

All American Vinyl, LLC. is the subject of a legal cause of action on account of your false claim, You will be added to the claim and All American Vinyl, LLC. will not be liable for such false claim. In addition, All American Vinyl, LLC. may at its sole discretion refuse future service, which includes cancelling any orders that are active at the time, with no refund to you.

To submit Your counter-notice, email us at orders@aaviny.com and include all of the following information:

- Your name, address and phone number.
- The file of the Content We refused.
- A statement under penalty of perjury that You have a good faith belief that Your Content was refused in error.
- A statement that You consent to the jurisdiction of Federal District Court for the judicial district in which your address is located or, if Your address is outside of the United States, for any judicial district in which All American Vinyl, LLC. may be found, and that You agree to accept service of process from the entity who provided the original complaint.
- A physical or electronic signature (for example, by typing Your full name).
- Any additional information you have showing that You own or are otherwise entitled to use the Content at issue.

If You received a trademark complaint notification from Us, You can contest it by emailing orders@aaviny.com and letting Us know why You think the complaint is invalid. If You want Us to forward the info from the trademark complaint notification, let Us know and We'll be glad to send it along although We may remove personal information.

G. What Are You Agreeing to Under This IPP?

By submitting Your Content, You represent and warrant that: (i) You either own the Content posted by You on or through the Service or that You otherwise have the legal right and authority to use Your Content; (ii) the submitting and use of Your Content does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) You agree to pay for all royalties, fees, and any other monies owed through use of Your Content on the Service; and (iv) You have the legal right and capacity to enter into this Agreement.

If You are unsure about your rights regarding the usage of Your Content, You agree to perform all due diligence on Your part to ensure that Your Content is free for You to use on the Service.

More information can be found at the U.S. Copyright Office and the U.S. Patent and Trademark Office.