

Kenton County School District | *It's about ALL kids.*

Issue Paper

DATE:

June 3, 2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve a one-year contract with SDI School Datebooks to purchase R.C. Hinsdale student planners for the 2022-2023 school year..

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Hinsdale finds that using student planners helps provide students the tools needed to be organized and successful. Planners also aid parents and teachers with communication. SDI School Datebooks is a KCS D Discount Vendor offering a 10% discount along with free shipping.

FISCAL/BUDGETARY IMPACT:

\$1,109.51 total paid by Hinsdale's 0451118-0610-7000 – General Instructional Supplies

RECOMMENDATION:

Approval to one -year contract with SDI to purchase Hinsdale student planners for the 2022-2023 school year.

CONTACT PERSON:


Mr. Josh Feldmann, Principal



Principal/Administrator



District Administrator



Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

School R C Hinsdale Elementary School 440 Dudley Pike Edgewood, KY 41017	Administrator <i>Mr. Josh Feldmann</i> Ms. Angela-Gastleman, Principal Phone: (859) 341-8226 Fax: (859) 341-0759 Email: angela.castleman2@kenton.kyschools.us	Contact Ms. Andi Tekulve, Financial Secretary Phone: (859) 341-8226 Cell/Summer Number: _____ Email: Andrea.Tekulve@kenton.kyschools.us	Date: 1/13/2022 Sales Rep: Damiana Crouch dcrouch@schooldatebooks.com CSR: Jill Sarjent jillsarjent@schooldatebooks.com
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Billing and Shipping

Bill To PO#: Kenton County Schools Attn Accounts Payable 1055 Eaton Dr Fort Wright, <i>KY</i> Gayman-Islands 41017 Email: angela.castleman2@kenton.kyschools.us	Ship To R C Hinsdale Elementary School Ms. Andrea Tekulve 440 Dudley Pike Edgewood, Kentucky 41017 United States Email: Andrea.Tekulve@kenton.kyschools.us	Desired Delivery Date: 8/2/2022 Earliest Delivery Date: _____ No deliveries prior to 5/1/2022. It is possible that your books may arrive before your Desired Delivery Date. Please take this into account when selecting your dates and make sure the facilities are open and able to accept delivery at this time. A 2-week window between the EDD and DDD is required.
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Product	#Books	#Pages	Cost/Book	Base Cost
Engage 8.5x11	280	0	\$2.34	\$655.20

FastTrack Pricing

FastTrack			\$655.20	x	0%	\$0.00
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Discounts *Discounts do not apply to three-year contracts


4% Discount per year with a three-year contract	\$655.20	x	0.00	\$0.00
4% Discount for contracts received by 10/29/21*	\$655.20	x	0.00	\$0.00
3% Discount for contracts received by 12/17/21*	\$655.20	x	0.03	\$19.66
2% Discount for contracts received by 4/8/22*	\$655.20	x	0.00	\$0.00
1% School District Discount	\$655.20	x	0.00	\$0.00

Cover Options (View Covers Here)


Custom Action	Custom cardstock design with clear poly overlay	\$0.50	x	0	\$0.00
Custom Cardstock	High value, full-color, laminated cardstock front cover	\$0.40	x	0	\$0.00
Custom PolyFusion™	100% custom, full-color front and back covers – highest durability	\$0.80	x	0	\$0.00
Personalized Cardstock	Personalized cardstock covers featuring your school name and logo in black ink	\$0.00	x	280	\$0.00

circle your selection


Duplicate




Lines




Moon



Tree



Workspace



Cover Details Circle Your Design Selection
Same TEXT/MASCOT as Last Year:

Text Line 1: R.C. Hinsdale
Text Line 2: Elementary
Mascot: Same As Last Year

Spirit	Durable cardstock; Make it your own with your school color, then add school name and logo.	\$0.20	x	0	\$0.00
Standard	Durable cardstock cover	\$0.00	x	0	\$0.00
Plastic Window	Artistic designs on PolyFusion™. School name will appear if handbook is added.	\$0.45	x	0	\$0.00

Enhancements

Vinyl pocket page	\$0.30	x	0	\$0.00
Stickers (per sheet)	\$0.30	x	0	\$0.00
Card-stock hall pass	\$0.20	x	0	\$0.00
Full Color handbook	\$0.00	x	0	\$0.00

Accessories

Wall chart	\$5.00	x	0	\$0.00
This Week Marker (Minimum order of 25)	\$0.20	x	0	\$0.00
Teacher Lesson Plan and Grade Book (Minimum order of 25)	\$3.95	x	0	\$0.00

Adjustments

Percent: Kenton county Bid 10%	10.00%	x	\$655.00	-\$65.52
Adjustments Total				\$65.52
Sub-Total*				\$570.02

Shipping and Handling: 13% , Shipping Discount of 13% Applied, Free shipping BID Rate applies to contiguous US/Canada only. Int'l rates may vary.

Sales Tax: Exempt#: Provide Certificate \$0.00

* Net 30 (Net due within 30 days from invoice date) \$0.00

* Sales tax will be added if applicable **Total (USD) \$570.02**

* Exchange policy: Custom orders (which includes handbook, personalized/custom cover, or any enhancements) cannot be exchanged. Non-custom orders can be exchanged for a different product at school's shipping expense. (Shipping must be via traceable method within 30 days of receipt.) No returns.

Buyer understands that handbook material and cover artwork are to be provided to School Datebooks, Inc. ("SDI") in the formats specified and within the deadlines provided in order to meet the desired delivery date. Failure to follow these guidelines may result in delivery delays and/or additional costs to the Buyer. Buyer understands that datebook and cover change requests after submission may result in additional costs and that quantity changes may result in a different per unit cost. Redelivery fees may apply if buyer is unable to accept delivery during the agreed upon delivery window. Cancelled contracts will be subject to a charge of 15% of the contract total or the total of all costs incurred as of the date of cancellation, whichever is greater. Buyer understands that when purchase orders are required, the buyer will be responsible for delivering the purchase order to SDI. In the event that invoices are not paid when due, Buyer will be responsible for any expenses, including reasonable legal fees, incurred by SDI in attempt to collect the balance due. Buyer represents and warrants to SDI that it owns or has the right to use and reproduce any and all trademarks, logos, images or other materials reproduced in this product. Buyer will be responsible for securing any required licenses and/or paying any and all licensing fees that may be due. Buyer agrees to indemnify and hold SDI harmless from and against any and all liability related to the use and reproduction of such items. As a representative of the Buyer, I understand and agree that I have authority to sign this contract and that this contract will remain in effect in the event that I leave my position prior to the completion of the contract.

In the event that an item on this contract is impacted by tariffs, SDI may impose a surcharge in the amount of the tariff. SDI will notify you if your order will be impacted.

One-Year Contract
We agree to purchase datebooks from School Datebooks for the year of 2022-2023.

Three-Year Contract
We agree to purchase datebooks from School Datebooks for the years of 2022-2023, 2023-2024, 2024-2025 at a 4% discount per year. The three year contract also "locks" into our current price grid for the length of the contract.* (*Shipping rate subject to change after initial year.)

Date

Signed (School Administrator)

Title

School R C Hinsdale Elementary School 440 Dudley Pike Edgewood, KY 41017	Administrator <i>Mr. Josh Feldmann</i> Ms. Angela Castleman, Principal Phone: (859) 341-8226 Fax: (859) 341-0759 Email: angela.castleman2@kenton.kyschools.us	Contact Ms. Andi Tekulve, Financial Secretary Phone: (859) 341-8226 Cell/Summer Number: _____ Email: Andrea.Tekulve@kenton.kyschools.us	Date: 1/13/2022 Sales Rep: Damiana Crouch dcrouch@schooldatebooks.com CSR: Jill Sarjent jillsarjent@schooldatebooks.com
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Billing and Shipping

Bill To PO#: Kenton County Schools Attn Accounts Payable 1055 Eaton Dr Fort Wright, ^{ky} Cayman Islands 41017 Email: angela.castleman2@kenton.kyschools.us	Ship To R C Hinsdale Elementary School Ms. Andrea Tekulve 440 Dudley Pike Edgewood, Kentucky 41017 United States Email: Andrea.Tekulve@kenton.kyschools.us	Desired Delivery Date: 8/2/2022 Earliest Delivery Date: _____ No deliveries prior to 5/1/2022. It is possible that your books may arrive before your Desired Delivery Date. Please take this into account when selecting your dates and make sure the facilities are open and able to accept delivery at this time. A 2-week window between the EDD and DDD is required.
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Product	#Books	#Pages	Cost/Book	Base Cost
Create 8.5x11	265	0	\$2.34	\$620.10

FastTrack Pricing

FastTrack			\$620.10	x	0%	\$0.00
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4% Discount per year with a three-year contract	\$620.10	x	0.00	\$0.00
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1% School District Discount	\$620.10	x	0.00	\$0.00


Cover Options (View Covers Here)

Custom Action	Custom cardstock design with clear poly overlay	\$0.50	x	0	\$0.00
Custom Cardstock	High value, full-color, laminated cardstock front cover	\$0.40	x	0	\$0.00
Custom PolyFusion™	100% custom, full-color front and back covers – highest durability	\$0.80	x	0	\$0.00
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Cover Details Circle Your Design Selection
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Mascot: Same As Last Year


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Enhancements

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Card-stock hall pass	\$0.20	x	0	\$0.00
Full Color handbook	\$0.00	x	0	\$0.00

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Adjustments

Percent: Kenton county Bid 10%	10.00%	x	\$620.00	-\$62.01
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Adjustments Total	\$62.01
Sub-Total*	\$539.49

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Int'l rates may vary. \$0.00

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In the event that an item on this contract is impacted by tariffs, SDI may impose a surcharge in the amount of the tariff. SDI will notify you if your order will be impacted.

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TERMS OF SERVICE

Last Modified October 6, 2021

This policy (the “Terms of Service”) applies to your access to and use of the websites and any related branded applications operated by the entities set forth below:

- SDI Innovations, Inc., an Indiana corporation (“SDI Innovations”), including but not limited to <https://sdiinnovations.com/>, <https://schooldatebooks.com/>, <https://www.actionagendas.com/>, store.actionagendas.com), and <https://datebookstore.com/>.
- Ag Printing Specialists, LLC, an Indiana limited liability company (“Ag Printing”), including but not limited to <https://www.agprinters.com/>.
- Eventlink, LLC, an Indiana limited liability company (“Eventlink”), including but not limited to <https://eventlink.com/>.
- STEM Education Works, LLC, an Indiana limited liability company (“STEM”), including but not limited to <https://stemeducationworks.com/>.

Each such website is a “Website” and may be collectively referred to as the “Websites.” When the term Website is used herein in the singular, such provision should be read to apply to each individual Website.

All users of the Websites may be referred to as “Users” in this Terms of Service. Within this Terms of Service, “you” are a User of one or more of the Websites, and “we”, “us”, and “our”, in each case refers to the applicable operator of each Website, as set forth above (each, an “Operator”). The services provided by each Operator to the Users via the Websites may be collectively referred to as “Services” hereunder.

Please read the Terms of Service carefully before you start to use any of the Websites. By using a Website, or by clicking to accept or agree to the Terms of Service when this option is made available to you, you accept and agree to be bound by and to abide by these Terms of Service and our Privacy Policy, found at <http://sdiinnovations.com/privacy>, incorporated herein by reference. If you do not want to agree to these Terms of Service or the Privacy Policy, you must not access or use the Website.

PLEASE REVIEW THE ARBITRATION PROVISION SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH THE OPERATOR THROUGH FINAL AND BINDING ARBITRATION.

This Websites are offered and available to Users who are 16 years of age or older and reside in the United States or any of its territories or possessions. By using any of the Websites, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you should not use any of the Websites.

1. Changes to Terms of Service. We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. If you do not agree with updated Terms of Service at any time, you should cease use of the Website, and if you have an account on the Website, you should cancel your account either through your account, or reaching out to us via the form found here.

2. Accessing the Website.

2.1. We reserve the right to withdraw or amend the Website and Services offered thereon provide, in our sole discretion without notice. We will not be liable if for any reason all or any part of any Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the Website entirely, to some or all Users.

2.2. It is a condition of every User's use of the Website that all the information you provide in any manner, whether through making an Account, placing any order for products or services, or submitting

inquiries for more information from us, is correct, current, and complete, and that you are submitting only information you have the right to submit. You agree that all information you provide through the Website, or the Services generally, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy, linked above.

2.3. To access some of the Services we offer, you may be asked to make an account on the Website (each, an “Account”). Each individual or business entity may have only one Account on each Website, and it must be in the real and legal name of the individual or business entity. If you are creating an Account on behalf of a business entity, you represent and warrant you have the authority to do so. If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You agree to notify us immediately of any unauthorized access to or use of your Account. You also agree to ensure that you will log out from your Account at the end of each session. You do not have permission to transfer or assign any Account or the use thereof to a third party.

2.4. If you make an Account, we will send any notices and messages to you via the email address you provide to us when creating the Account. You should keep all contact information associated with your Account up to date. **We have the right to disable your Account, or any username, password, or other identifier associated therewith, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of this Terms of Service or the Privacy Policy.**

3. Services and Use.

3.1. Certain of the Websites may offer Users the ability to (i) order retail products (“Products”); (ii) order personalized products customized to your specifications, including logos and branding (“Custom Products”); and/or (iii) learn about or request specialized services we offer offline or partially offline (“Custom Services”).

3.2. The information provided on the Website regarding our Custom Services is general information only, and we cannot guarantee the accuracy or completeness of any examples of our past work. Nothing contained on the Website is, or should be construed to be, an offer to

provide Custom Services to you. If you would like to discuss engaging us for Custom Services, we encourage you to reach out to us to discuss your project with us directly; whether or not you decide to hire us for any Custom Services should be based on your direct conversations with our team, and not based on any information provided on the Website. If you engage us offline for Custom Services, you acknowledge that we may request a separate contract, agreement, invoice, or work order, for any offline Custom Services. This Terms of Service and the Privacy Policy will continue to apply to such Custom Services unless the parties agree in writing that such separate agreement will supersede such policies. We disclaim all liability, direct or indirect, for any expectations (whether personal, business, or monetary) that any User may have resulting from the use of the Website and any information located thereon, related to Custom Services.

3.3. You agree that you are using the Website only for personal, non-commercial purposes, and that the products and services you are ordered are for you (or, as applicable, for your employer), unless otherwise agreed upon with us in advance. If you use the Website to contact us to inquire about our Products, Custom Products, or Custom Services, you represent and warrant that the information provided to us is your current and correct personal contact information, or if you are contacting us on behalf of a business entity, you represent that you have the right to provide contact details for that business entity.

4. Third-Party Sites. Certain of our Products may be offered via third-party retail websites (such as Amazon.com, Walmart.com, and others), a link to which may be available through one or more of the Websites. Such third-party websites are not governed by this Terms of Service or our Privacy Policy. If you choose to navigate to such third-party sites through any of the Websites, you acknowledge that your interactions with, and information provided to, such third parties, will be governed by the policies of the applicable third party.

5. Custom Products.

5.1. If we provide you with the option to upload, create, or otherwise transmit to us in any manner, custom design content, such as logos, names, or other branding (collectively, "Content"), for inclusion on any Custom Product (including to mock up products regardless of whether an order is ultimately placed), you represent and warrant that (i) such Content does not violate or infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any third

party; (ii) you have the right to upload and use such Content for purposes of mocking up and/or ordering such Custom Products. You may contribute only Content that you have created yourself from original elements, unless you have permission and/or a license, as relevant, from the owner of third-party intellectual property (such as a case where you are uploading content on behalf of your employer). By uploading any such Content, you represent and warrant that you have the lawful right to use and reproduce such content, and that such Content, and the intended use thereof, complies with all applicable federal, state, and local laws, regulations, and ordinances.

5.2. We have the right to decline to create any requested Custom Products for any reason in our sole discretion. You acknowledge that your sole right in such case will be to have any pre-paid fees refunded to you. Without limiting the generality of our rights, we may decline to produce Custom Products if in our discretion we believe that (i) the Content violates the legal rights of others, including infringing any patent, trademark, trade secret, copyright, right of publicity or personality, or other intellectual property or other rights of any other person or entity; (ii) the Content contains any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable, including but not limited to sexually explicit material, material that promotes illegal activity or violence, or materials that constitutes or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (iii) the Content or the Custom Products ordered is likely to be misused, including use for purposes of recreating or reverse engineering our products, discovering our suppliers or manufacturers, competing with us in any way, or without our prior permission will be used for resale and/or for in connection with contests or other sales promotions.

6. Payment for Orders. We may use a third-party payment processor for processing payments, and such payment processor may have separate policies regarding their services. Such third-party payment processor's policies are as set forth by such third-party on their platforms. A "chargeback" is a reversal of a credit/debit card charge; there is no reason for a chargeback to ever be filed. If you dispute a payment, or if you receive any products from us that you deem not acceptable, you agree to first contact us regarding such dispute. If you chargeback a credit/debit card charge for a payment initiated by you, you agree that we may recover the amount of the chargeback, in addition any chargeback fees levied by a payment service provider, by any means deemed necessary.

7. Prohibited Uses.

7.1. You may use the Website only for lawful purposes and in accordance with these Terms of Service. You agree not to use the Website in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries); for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise; to transmit, or procure the sending of, any advertising or promotional material without our prior consent; to impersonate or attempt to impersonate any other party; or to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which may harm Users of the Website or expose them to liability, in our sole discretion.

7.2. Additionally, you agree not to use the Website in any manner that could disable, overburden, damage, or impair the proper working of the site or interfere with any other party's use of the Website; use any device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website; use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Service; or introduce any viruses or other material that is malicious or technologically harmful; attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website or attack the Website in any way.

8. Intellectual Property Rights.

8.1. You acknowledge and agree that the Website and any software used in connection with the Website or Services contains proprietary and confidential information that is protected by applicable intellectual property law and other laws. The Website, the Services, and the entire contents, features, and functionality (including but not limited to all information, software, underlying code, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) associated therewith are owned by the relevant Operator and are protected by United States intellectual property laws (including but not limited to copyright, trademark, and patent laws) and where applicable, international intellectual property laws. No right, title, or interest in or to

the Website or any content on the Website is transferred to you. As between Users and each Operator, all right, title and interest in and to any intellectual property incorporated, used, or made viable in connection with to the Services will remain solely with the Operator. The term brands, logos, and all related names, logos, product and service names, designs, and slogans, appearing on each Website, are trademarks of the applicable Operator. You agree that you are only using the Services for the purposes intended and set forth herein, and not for purposes of reverse engineering or otherwise discovering confidential or protected information about the Website or about any Operator.

8.2. These Terms of Service permit you to use the Website only for the purposes intended herein and not for any commercial use except as specified herein. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, intentionally store, or transmit any of the material on our Website. You may not modify copies of any materials from this site; delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site; or access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

8.3. If you wish to make any use of material on the Website other than that set forth in this section, please fill out our Privacy Request form here. We may approve or deny such request in our sole discretion. If you do not receive a response from us, such non-response constitutes a denial of your request.

9. Monitoring and Enforcement. We have the right to (i) take appropriate legal action, including without limitation, refer you to law enforcement, for any illegal or unauthorized use of any Website; and (ii) cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS EACH OPERATOR AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

10. Content Standards. These content standards apply to any use of the Services generally. Any Content or other information submitted

through any Website must in its entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, you should not submit to, or transmit through, any Website, any content or material (i) is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable; (ii) promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (iii) infringes any intellectual property right or other legal rights of any other person; (iv) is likely to deceive any person; (v) promotes any illegal activity, or advocate, promote, or assist any unlawful act; (vi) impersonates any person, or misrepresent your identity or affiliation with any person or organization; or (vii) involves commercial activities or sales.

11. Reporting Infringement.

11.1. Copyright Infringement and DMCA Notices. We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Website infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our copyright agent via our Privacy Request form. The written notice (the "DMCA Notice") must include substantially all the details as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512). If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA. It is our policy in appropriate circumstances to disable and/or terminate the accounts of Users who are repeat infringers.

11.2. Trademark and Impersonation. Unless and until given information to the contrary, we assume that each person with an Account has the right to create such Account and use the Websites and Services. We are not liable to any third-party if an unauthorized account is created on their behalf. If you feel that an account has been created on our Website on behalf of your entity that was not authorized, please use the email address noted in Section 11.1 herein to report such impersonation of your entity. You may also submit claims of trademark infringement or impersonation to the email address set forth in Section 11.1 herein.

11.3. Disclaimer. Certain of the Websites may offer on-demand printing and producing of Custom Products. We do not review Content submitted by Users or provide feedback on such Content. If you are a User, you acknowledge that if a third-party rights holder alleges infringement against you, we may (i) provide your contact details to such third party owner; (ii) cancel your Account and/or otherwise terminate your access to the Services; (iii) cancel any order already placed by you which would further infringe such party's rights. If you are a rights holder and you feel a User has requested that we create Custom Products which infringe your intellectual property rights, we encourage you to reach out to us using the email address set forth in Section 11.1.

12. Geographic Restrictions. The Operators are based in the state of Indiana in the United States. The Websites are provided for use only by persons located in the United States. No operator makes any claim that any Website or content thereon is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

13. Disclaimer of Warranties.

13.1. You understand that we cannot and do not guarantee or warrant that files available for access or download from the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

13.2. YOUR USE OF EACH WEBSITE, AND THE CONTENT, SERVICES, PRODUCTS, OR OTHER ITEMS OBTAINED THROUGH

EACH WEBSITE IS AT YOUR OWN RISK. EACH WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NO OPERATOR, NOR ANY PERSON ASSOCIATED WITH ANY OPERATOR, MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NO OPERATOR, NOR ANYONE ASSOCIATED WITH ANY OPERATOR, REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

13.3. TO THE FULLEST EXTENT PROVIDED BY LAW, WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

14. Limitation on Liability.

14.1. You agree and acknowledge that each Website is provided by the Operator set forth above or otherwise identified on the Website, and only that Operator. You agree that if, notwithstanding the limitations set forth herein, you engage in arbitration or otherwise bring any claim, formally or informally, related to or arising from your use of any Website, such arbitration or other claim may be brought only against the stated Operator of the Website, the use of which such claim arose. You hereby release in all respects, and expressly agree not to bring any claim against, any other Operator, for any reason, or pursuant to any legal theory. You agree that if you do bring a claim against another Operator who is not the stated Operator of the Website from which the claim is related, you will be responsible for any attorneys' fees arising from that Operator's defense

of such claim, including but not limited to such Operator filing for dismissal from such claim.

14.2. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL ANY OPERATOR, ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, AND ANY CONTENT ON THE WEBSITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

15. Indemnification. You agree to defend, indemnify, and hold harmless each Operator, along with its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Service or your use of the Website, including, but not limited to, any Content uploaded for Custom Products; any use of the Website's content, services, and products other than as expressly authorized in these Terms of Service; or your use of any information obtained from the Website.

16. Governing Law and Arbitration. YOU SHOULD READ THIS SECTION CAREFULLY AS IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

16.1. All matters relating to the Website and these Terms of Service, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

16.2. You and the applicable Operator will engage in good faith negotiation to resolve any dispute, claim, or question, and use respective best efforts to settle the same, as a condition precedent to either party initiating any court action, lawsuit, mediation, or arbitration. If no resolution is reached, either party may initiate binding arbitration as the sole means to resolve claims, as provided herein. All claims arising out of or relating to this Terms of Service, including access to and use of the Services, shall be finally settled by binding arbitration administered by JAMS under the applicable commercial arbitration rules, excluding any rules or procedures governing or permitting class actions.

16.3. The arbitrator shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Agreement, including whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, non-appealable, and binding on the parties, and may be entered as a judgment in any court of competent jurisdiction.

16.4. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

17. **Limitation on Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.**

18. **Entire Agreement.** This Terms of Service and the Privacy Policy contain the entire agreement between each Operator and you as a User of the Services. No other communications, whether direct or indirect, between you and any Operator will, or are intended to, alter, or supersede any provision of this Terms of Service or Privacy Policy, unless the parties execute a document specifically including a provision to the contrary.

19. **Waiver and Severability.** No waiver by any Operator of any term or condition set out in these Terms of Service shall be deemed a

further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of any Operator to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision. If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

20. Comments and Concerns. We welcome our Users to report any suspected violation of this Terms of Service or Privacy Policy, by reaching out to us via our Privacy Request form. We will investigate any such report and may act as we deem appropriate in our sole discretion.

[Privacy Policy](#)

[Terms of Service](#)