

TERMS AND CONDITIONS OF USE

Please carefully read the following terms and conditions ("Terms") governing your use of the chromapost.net website (the "Website"). Use of the Website constitutes your agreement to be bound by these Terms. Chromapost, Inc. ("Chromapost") may, in its sole discretion, change the Terms at anytime. Any such changes will be posted on the Website and will be deemed accepted by you upon access of the Website. If you do not agree to any of these Terms or the Chromapost Privacy Policy, please do not use the Website.

Privacy

Please read our Privacy Policy, which governs your visit to the Website.

Permitted Use

You may access and use the Website for personal, non-commercial purposes only. As a condition to your continued use of the Website, you warrant to Chromapost that you will not use the Website for any purpose that is unlawful or prohibited by these Terms. Chromapost reserves the right to refuse service, terminate accounts, or cancel orders in its sole discretion.

Ownership Rights/Use of Sites Materials

All content available on the Website, including, but not limited to, text, graphics, logos, button icons, images, multimedia clips, data compilations, metadata, and software, and compilation(s) thereof (the "Website Content") is the property of Chromapost, and is protected copyright, trademark and other intellectual property laws in the United States and throughout the world. All trademarks, service marks, trade names, and logos, whether registered or unregistered, used on or in connection with the Website (collectively, the "Marks") are the sole and exclusive property of Chromapost and are protected by trademarks. Except as set forth in this Agreement, neither the Website Content nor its Marks, nor any other portion of the Website may be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in full or in part, for any purpose without our prior written consent. You further agree not to challenge or contest our Marks or to use a mark that is confusingly similar mark to ours.

In using the Website, you shall not: (i) modify or download the Website or Website Content (ii) make any use of the Website or Website Content except for personal, non-commercial use; (iii) create any derivative work whatsoever based upon, without limitation, the Website or Website Content; (iv) use any meta tags or any other "hidden text" utilizing the Marks or the name of Chromapost without our express prior written consent; or (vi) use software robots, spiders, crawlers, or similar data gathering and extraction tools, or take any other action that may impose burden or load on the Website server. This license shall be terminated upon any unauthorized use by you of the website without prejudice to any other remedy under applicable law.

Any inquiries, feedback, suggestions, ideas, designs or any other information you provide us, whether posted on the Website, e-mailed to us, or mailed to our address ("Information") will be treated as non-proprietary and non-confidential. In addition to the foregoing, you hereby grant us a nonexclusive, royalty-free, perpetual, transferable, irrevocable, and fully sub-licensable

right to use, reproduce, modify, adapt, publish, sell, assign, translate, create derivative works from, distribute, and display any submission in any form, media, or technology, whether now known or hereafter developed, alone or as part of other works, from the Information. You also acknowledge that the Information may not be returned and we may freely use the Information, and any ideas, concepts, designs, or know how contained therein, for any purpose including, without limitation, developing new product and service offerings.

Intellectual Property Rights of Others

Intellectual property rights protect the creative process. We respect the rights of others and the art they create, and expect you to do the same. By using our website, you agree not to post content or take any action that infringes or violates the intellectual property rights of another person or otherwise violates the law. We reserve the right to remove any content or information you post if we believe that it violates our Website Terms and Conditions of Use or any policies we later adopt. The section immediately below entitled Digital Millennium Copyright Act provides users with a mechanism for protecting their intellectual property rights when using our Website. If we remove content posted by you based on a belief that it infringes someone else's copyright or other intellectual property rights, and you believe we are mistaken, we will provide you with an opportunity to present information so that we may reconsider the decision to remove the content. If you wish to use content posted by another user, you will obtain his or her written consent and make it clear you (and not Chromapost) are requesting permission to use the content and describe how you will use it.

Digital Millennium Copyright Act

If you are a copyright owner or an agent thereof and believe that any content on the Website infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(See 17 U.S.C 512(c)(3) for additional information relating to the DMCA)

Chromapost's designated Copyright Agent to receive notifications of claimed infringement may be contacted as follows:

By Postal Mail: Chromapost, Inc, 236 East 5th Street, Suite B5, New York, NY,10003, USA

By E-mail: info@chromapost.net

The contact information for the Copyright Agent should be used solely for the purposes of notifying Chromapost that your copyrighted materials may have been infringed. All other inquiries, such as product or service related questions and requests, or questions on privacy, will not receive a response through this process.

Spam

All e-mail communications from Chromapost will include our company address at the bottom of any such email. Any offer or coupon will always include links to our Privacy Statement, Terms and Conditions and will be hosted (i) on our website (chromapost.net), (ii) on the website of an affiliate of Chromapost, or (iii) on an approved partner website. Anytime that you are not sure if an e-mail or other electronic offer or communication relating to a Chromapost product is valid, you should always contact the sender of that e-mail or communication.

Credit Cards for Samples and Promotions

Chromapost currently is not requiring your credit card information to use the Website. However, Chromapost may in the future offer to sell or sell products online or otherwise charge for the use of certain services. At the end of an online transaction, you will be provided with a description of the products and/or services for which you are being charged (e.g., products, shipping) and the total amount of the transaction. If a website asks you for your credit card without giving you a total amount of sale and asking for your approval to completing the transaction, we would encourage you to find out more before sharing your personal information or completing the transaction.

CAN-SPAM Act

You agree to fully adhere to the CAN-SPAM Act (Controlling the Assault of Non-Solicited Pornography and Marketing Act) of 2003.

Product Shipment

All products purchased through the Website are shipped and billed by Chromapost. Chromapost will appear on your credit card statement. Orders are typically shipped standard ground.

Disclaimer/Limitation on Liability

Use of and browsing in the Website is at your own risk. Neither Chromapost nor any party representing Chromapost in creating, presenting or otherwise affiliated with the Website is liable for any indirect, special, punitive, incidental, exemplary or consequential damages

arising out of your use of the Website. To the extent permitted by law and without limiting any of the foregoing, everything on the Website is provided to you on an "as is" basis, without warranty, either express or implied, of any kind, including, but not limited to, the implied warranties of merchantability, fitness for a specific purpose, or non-infringement. Because some jurisdictions do not allow limitations on implied warranties, or limitation of liability for consequential or incidental damages, the above limitations may not apply to you.

Links

Chromapost is not responsible or liable for the content, privacy policies or security of third party websites that link to or from the Website. Linking to any page on the Website is prohibited absent express written permission from Chromapost. No links to a third party website from the Website shall be deemed to imply that Chromapost endorses the third party website or any content therein. Chromapost shall not be held liable or responsible for the accuracy of any of the information provided on such linked sites and any goods or services provided or purchased from such site.

Indemnification

You hereby agree to defend, indemnify and hold Chromapost, its officers, directors, employees, agents, licensors and suppliers harmless from and against any losses, damages, costs, third party claims, actions, or demands, including attorneys' fees, resulting from (i) any violation of these terms and conditions, from your use or misuse of the Website and Website Content, (ii) any activity related to your Website account (including negligent or wrongful conduct), by you or any other person accessing the Website using your Website account), or (iii) the use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that burdens the Website or product fulfillment infrastructure.

Jurisdiction; Use Outside the United States

Any dispute over the content or use of the Website shall be governed by the substantive laws of the United States and the State of New York, without regard to conflicts of law and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods. If you are visiting the Website from a location outside of the United States, your connection will be through and to servers located within the United States. Your use of the website and any credit card order for products or services will be placed, accepted, processed in and shipped from the United States. Access to and use of this Website outside the United States does not imply that the materials published on this Web Site are appropriate for use or in compliance with applicable laws and regulations outside of the United States. If you access and use this Web Site from outside of the United States, you are solely responsible for compliance with applicable local laws and regulations.

No Assignment; No Waiver

You shall not assign the Terms of Use in whole, or in part, to any third party whatsoever. The failure on the part of Chromapost to enforce any part of these Terms and Conditions shall not constitute a waiver of any of Chromapost's rights hereunder for past or future actions. Further,

trade practice shall not act to modify any of these Terms and Conditions. Chromapost may assign its rights and duties under this Agreement to any party at any time without notice to you.

Entire Agreement

By using the Website, you signify your understanding and agreement to comply with these Terms and Conditions and our Privacy Policy. You further acknowledge and agree that these terms and conditions which, together with the Privacy Policy, as may be modified from time to time, constitute the entire agreement between you and Chromapost with respect to your use of the Website.

CHROMAPOST

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