

DalcoHomeSew.com

End User Agreement

1. Agreement and General Terms of Use

1.1 This End User Agreement constitutes the agreement between Dalco Home Sew and you as a user who accesses or establishes a connection ("user," "you," or "your") to the World Wide Web site known as dalcohomesew.com ("Site"), which is owned and controlled by Dalco Athletic Lettering, Inc.

1.2 You must agree to abide by all of the provisions in this Agreement in order to remain an authorized user of the Site and your use of the Site constitutes your agreement to abide by those provisions. You are solely responsible for your use of the Site and for ensuring that your use complies fully with the provisions of this Agreement.

1.3 Dalco Athletic Lettering, Inc. reserves the right, in its sole discretion, to change any or all of the provisions of this agreement at any time. Dalco Athletic Lettering, Inc. will notify users of any changes by posting them on the site or through other reasonable means of providing notice. Any changes to this Agreement will be effective immediately upon notice to you. Your use of the Site after notice of changes to this Agreement will be deemed your acceptance of the changes.

1.4 Dalco Athletic Lettering, Inc. reserves the right, in its sole discretion, to change, limit, or discontinue any aspect, content, or feature of the Site, as well as any aspect pertaining to the use of the Site.

1.5 IF YOU DO NOT AGREE TO THE PROVISIONS OF THIS AGREEMENT OR ARE NOT SATISFIED WITH THE SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR USE OF THE SITE.

2. User Activities and Information on the Site

2.1 You will use the Site and any content, material, or information found on the Site solely for lawful, non-commercial purposes unless otherwise given permission. You shall not upload to, distribute to, or otherwise disseminate through the Site any material or information of any kind that is libelous, defamatory, obscene, pornographic, abusive, or otherwise violates any law or infringes or violates any rights of any other person or entity, or contains a solicitation of funds, advertising, or a solicitation for goods or services.

2.2 You warrant that any material or information that you make available through the Site, including, for example, postings to message boards and forums, is solely your original work, or that you have all necessary rights to make the material or information of any other person or entity available on the Site. You will be solely responsible for the

content of any material or information that you make available through the Site. You will also be liable for any damage resulting from making any material or information available through the Site.

2.3 By making any material or information available through the Site, you automatically grant to Dalco Athletic Lettering, Inc., a worldwide, royalty-free, perpetual, irrevocable, and non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, distribute and sublicense any such material or information (in whole or in part) and/or to incorporate it in other works regardless of form, media, or technology. By making any material or information available through the Site, you also grant to users other than yourself the right and license to access, view, store, or reproduce your material and information for that user's personal use.

2.4 Dalco Athletic Lettering, Inc. has no obligation to, and does not and cannot, review every item of material or information that you and users other than yourself made available through the Site, and Dalco Athletic Lettering, Inc. is not responsible for any content of this material or information. However, Dalco Athletic Lettering, Inc. reserves the right to delete, move, or edit any material or information that it deems, in its sole discretion, unacceptable, libelous, defamatory, obscene, pornographic, abusive, or otherwise in violation of any law or that infringes or violates any rights of any other person or entity. Further, Dalco Athletic Lettering, Inc. reserves the right at all times to disclose any material or information as necessary to satisfy any law, regulation, or governmental request.

2.5 Dalco Athletic Lettering, Inc. reserves the right to collect, use, and distribute demographic data about you and your use of the Site in forms that do not identify you individually or reveal your identity.

3. Rights in Site Content and the Site

3.1 All content provided by Dalco Athletic Lettering, Inc. on the Site is protected by copyright, trademark, and other applicable intellectual property and proprietary rights laws and is owned, controlled, and/or licensed by Dalco Athletic Lettering, Inc.. The Site is protected by copyright, patent, trademark, and other applicable intellectual property and proprietary rights laws and is owned, controlled, and/or licensed by Dalco Athletic Lettering, Inc.. Dalco Home Sew, EasyStitch™, are trademarks and, where indicated, registered trademarks of Dalco Athletic Lettering, Inc. or its subsidiaries. All other trademarks appearing on the Site are the property of their respective owners.

3.2 You will not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part, found on the Site. You will download copyrighted content solely for your personal use, but will make no other use of the content without the express written permission of Dalco Athletic Lettering, Inc. and the copyright owner. You will not make any changes to any content that you are permitted to download under this Agreement, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You agree that you do not acquire any ownership rights in any downloaded content unless registered or purchase outright.

4. Disclaimer of Warranties & Limitation of Liability

4.1 You expressly agree that use of the site is at your sole risk. neither Dalco Athletic Lettering, Inc., nor any of its affiliates, employees, agents, third party content providers, or licensors warrant that the site will be uninterrupted or error free. nor do they make any warranty as to the results that may be obtained from the use of the site, or as to the accuracy, reliability, completeness, or contents of any content, information, material, postings, or posting responses found on the site, any merchandise or services provided through the site, or any links to other sites made available on the site.

4.2 The site and all content, material, information, postings, or posting responses found on the site are provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose.

4.3 No circumstances, including, but not limited to, negligence, shall Dalco Athletic Lettering, Inc. (or any of its parents, subsidiaries, affiliates, employees, agents, third party content providers, or licensors, and their respective directors, officers, employees, and agents), be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use, any content, information, material, postings, or posting responses on the site or the site itself. These limitations apply regardless of whether the party liable or allegedly liable was advised, had other reason to know, or in fact knew of the possibility of such damages. You specifically acknowledge and agree that Dalco Athletic Lettering, Inc. (and any of its parents, subsidiaries, affiliates, employees, agents, third party content providers, or licensors, and their respective directors, officers, employees, and agents), is not liable for any defamatory, offensive or illegal conduct of any user, including you.

5. Indemnification

You agree to defend, indemnify and hold harmless Dalco Athletic Lettering, Inc. (and any of its parents, subsidiaries, affiliates, employees, agents, third party content providers, or licensors, and their respective directors, officers, employees, and agents) from and against all claims, liability, and expenses, including attorneys' fees and legal fees and costs, arising out of your use of the Site or your breach of any provision of this Agreement. Dalco Athletic Lettering, Inc. reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You will cooperate as fully as reasonably required in the defense of any claim.

6. Fees and Payments

Dalco Athletic Lettering, Inc. reserves the right, in its sole discretion, at any time to charge fees for access to and use of the Site, or any portions of the Site. If Dalco Athletic Lettering, Inc. elects to charge fees, it will post notice on the Site of all provisions pertaining to fees and payments.

7. Notices between Us

You will contact us by sending electronic mail to webmaster@dalcohomesew.com. We will contact you by sending electronic mail to the address you provide to us, or by posting a notice on the Site.

8. Termination

Dalco Athletic Lettering, Inc. may terminate this Agreement and your use of the Site at any time. Dalco Athletic Lettering, Inc. shall have the right immediately to terminate your use of the Site in the event of any conduct by you which Dalco Athletic Lettering, Inc., in its sole discretion, considers to be unacceptable, or in the event of any breach by you of this Agreement.

9. Law Governing Performance and Disputes

This Agreement, your performance under it, and any disputes arising under it shall be governed exclusively by the laws of the United States of America and the State of Texas, without giving effect to their conflict of laws principles. You expressly consent to the exclusive forum, jurisdiction, and venue of the Courts of the State of Texas and the United States District Court for the Southern District of Texas in any and all actions, disputes, or controversies relating to this Agreement.

10. General Terms

This Agreement and any posted rules on the Site established by Dalco Athletic Lettering, Inc. constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by either Dalco Athletic Lettering, Inc. or you of any breach or default under this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. This Agreement shall be binding upon and inure to the benefit of Dalco Athletic Lettering, Inc. and its successors, trustees, and permitted assigns. Dalco Athletic Lettering, Inc. may assign this Agreement, or any of its rights or obligations under this Agreement, with or without notice to you.