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# CafePress Terms and Conditions

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## CafePress User Agreement

**Effective Date: July 1, 2017**

### IMPORTANT LEGAL NOTICE

PLEASE READ THIS USER AGREEMENT CAREFULLY, INCLUDING THE MANDATORY ARBITRATION PROVISION IN THE SECTION TITLED "DISPUTE RESOLUTION BY BINDING ARBITRATION," WHICH REQUIRES THAT DISPUTES ARE RESOLVED BY FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL AND NOT A CLASS-WIDE OR CONSOLIDATED BASIS. IF YOU DO NOT WISH TO BE SUBJECT TO ARBITRATION, YOU MAY OPT OUT OF THE ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS PROVIDED AT THE END OF THE SECTION TITLED "DISPUTE RESOLUTION BY BINDING ARBITRATION." BY ACCESSING OR USING THIS WEBSITE, OUR CREATE & BUY PROCESS, OR OTHER SERVICES PROVIDED VIA OUR WEBSITE, YOU AGREE TO BE BOUND BY THIS USER AGREEMENT AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS USER AGREEMENT IN THEIR ENTIRETY, DO NOT USE ANY CAFEPRESS PROVIDED SERVICE, INCLUDING THIS WEBSITE.

#### Introduction

Welcome to CafePress, the World's Customization Engine®. Through [www.cafepress.com](http://www.cafepress.com) and any other websites we own or operate (the "Website"), we provide various Internet-based services to help you express your creativity. Use of the Website is governed by this CafePress User Agreement, which includes its Exhibits (the "Agreement").

The Website lets you upload your original art, sayings, phrases, text, materials, tags, data, photos, designs and other creations ("Content"), apply it to a variety of blank products to create virtual products bearing your Content ("Products"), and then buy or sell your Products as follows:

- "Create & Buy" or "C&B" – create and purchase your own products;

- "Services" – offer your Products for purchase by others, including through;
  - "Marketplace" – a shared marketplace hosted by CafePress;
  - "Fan Portals" – create designs using various entertainment properties, and offer them for sale on a variety of blank products through website fan portals;
  - "Shops" – your own private store (extra fees apply), set up and run by you and hosted by CafePress;
  - "Affiliates Program" – a program allowing you to earn commissions for referring potential customers to the website. This program is administered by a third-party. You can sign up [here](#)

CafePress only sells the blank products for you to customize, and the services needed to fulfill orders for your Products. CafePress does not sell any content, and you acknowledge and agree that you are the seller of your products' content.

## General terms and conditions

### I. This Agreement

- A. **Acceptance:** This Agreement establishes the terms, conditions, rights, and responsibilities applicable to your use of the Website. To use the Website, you must accept this Agreement by clicking the [I ACCEPT] button during account setup. If you do not click the "I ACCEPT" button, you are not authorized to use the Website, C&B and/or the Services.
- B. **Amendments/Modifications:** We may change this Agreement at any time, for any reason. We will notify you of changes by an e-mail from us and we will post the revised Agreement on the Website for thirty (30) days before the new version takes effect. If you don't agree with the new version, you must terminate your Account before the new version's effective date.
- C. **Age and Capacity Requirements:** No one under the age of 13 may use the Website, and use by individuals between the ages of 13 and 18 must be supervised by a parent or guardian who is bound by this Agreement. By using the Website, you represent and warrant that you meet the age requirements and are able to enter into legally-binding contracts.
- D. **Breach:** Your breach of this Agreement results in the automatic termination of the rights and licenses granted to you under this Agreement.

### II. Your Account

- A. **Opening an Account:** An account ("Account") is required to use the Website. You must provide complete and accurate contact, payment, and tax identification information, and select a password, to open an Account. Account registration is located [here](#).
- B. **Maintenance:** You must keep all Account information current, and your failure to do so means you will not receive Payments for any Products you sell through the Services.
- C. You are responsible for keeping your password confidential, and for any and all use of your password and Account (including unauthorized use). You must immediately notify us if you think your password has been stolen, or if there has been any actual or attempted access involving your Account, to which you did not consent.
- D. **Account Termination**
1. **Your Rights:** You may close your Account by completing the [online account termination form](#)
  2. **Your Obligations:** On termination of your Account, you must immediately remove all links to the Website and stop representing yourself as a user of our Services.
  3. **Our Rights:** We may, with or without notice:
    - a. suspend, limit your access to, or terminate your Account(s) for any reason, or no reason, including, but not limited to:
      1. lack of Account activity for twelve (12) consecutive months; or
      2. repeated infringement of the intellectual property rights of CafePress or third parties.
    - b. remove any or all of your Content and/or Products from the Website, our servers and/or directories; and
    - c. ban you from use of the Website by any available means, including blocking your IP address.
- E. **Termination Fees:** If you use our Services and earn any Payments, and your Account is terminated (by you or by us), we will charge you a Twenty-Five Dollar (\$25.00 USD) processing fee ("Processing Fee") and will deduct that amount from any final Payment sent to you. If your Account contains less than the Processing Fee, we will keep the entire Account balance and you will not receive any Payment.

F. **Waiver:** Any Payment which is outstanding and unclaimed for twelve (12) months or more after it is made to you becomes our sole property to retain or otherwise dispose of as we deem fit, without liability to you or anyone else.

### III. Rights and Licenses

A. **CafePress Intellectual Property:** We own all intellectual property and other rights, title and interest in and to the Website, C&B service, and the Services including, but not limited to, the CAFEPRESS trademark, the Website copyrights, and technologies used to provide C&B and the Services. You do not have, and will not acquire, any right, title or interest in or to any of our intellectual property except as specifically detailed in this Agreement. You have a limited, non-exclusive, revocable license to access and use the Website in accordance with this Agreement.

B. **Your Intellectual Property:** You own all intellectual property and other rights, title and interest in and to any Content that you upload to the Website. You are solely responsible for your Content, and we do not have, and will not acquire, any right, title or interest in or to your Content except as specifically detailed in this Agreement. By uploading any Content to the Website, you grant us the following rights and licenses:

1. **For C&B:** a royalty-free, worldwide, transferable, exclusive, sub-licensable right and license to use your Content in all media, existing now or created in the future, as we deem necessary to enable you to use the C&B Services. Our right to sublicense is limited to the use of third-parties to provide the Services, process your order, and/or produce and ship your Products.
2. **For the Services:** a royalty-bearing, worldwide, transferable, non-exclusive, sub-licensable right and license to use your Content in all media and sales channels, existing now or created in the future, as we deem necessary to provide the Services including, but not limited to:
  - allowing you to design, market, make available for sale, sell, produce and distribute Products bearing your Content;
  - promoting, marketing and advertising your Content and/or Products by displaying them on the Website, marketing them through our affiliates and distribution partners, and featuring them in magazines, television shows, and movies;
  - automatically adding your Content to additional blank products offered through the Shops and Marketplace portions of the Services via the auto-populate feature ("CP Admin"); and
  - modifying your Content for purposes of improving the printing quality, display-ability, or enhancing its appearance on your Products by cleaning up JPG artifacts, resizing to fit dimensions of the blank products that you have chosen to apply your Content to, adjusting colors for different printers and Products, and adjusting placement on Products.
3. **For the CP Admin Auto-Populate Feature:** a royalty-free, worldwide, transferable, exclusive, sub-licensable right and license to use your Content in all media, existing now or created in the future, as we deem necessary to enable you to use the C&B Services. Our right to sublicense is limited to the use of third-parties to provide the Services, process your order, and/or produce and ship your Products.

C. **Submissions:** You grant us the perpetual, non-exclusive, sub-licensable right to use any questions, comments, suggestions, ideas, message board postings, web forms, contest entries, communications or any and all other materials or information that you submit to us ("Submissions") for marketing and other promotional purposes, and waive any claim arising from or relating to use of your Submissions.

### IV. Payments

A. **Payment:** You will be paid either a Royalty or a Commission (collectively "Payment" or "Payments") for all Products sold using the Services.

1. For Products you sell through the Marketplace and/or Shops, you will receive Payment in the form of a "Royalty" or "Royalties".
2. For Products you sell through a Fan Portal or under any Affiliate Agreement you will receive Payment in the form of a "Commission," calculated in accordance with [Exhibit B](#).

B. **Taxes:** You are responsible for determining what, if any, taxes apply to Payments you receive, for maintaining any required documentation, and for collecting, reporting and remitting taxes to the appropriate authorities.

C. **Timing of Payments:** As you sell Products, Royalties and/or Commissions will accumulate in your Account. You will be paid by PayPal (unless another method of payment is selected in the Payee Information section of your Account) once your Account balance reaches your designated payment threshold. Payments will be automatically pushed to you within sixty (60) days after the last day of the month during which your Account balance reaches the threshold.

### V. Content

1. **Content Usage Policy:** You are responsible for uploading your Content according to the [Website upload instructions](#). All Content must comply with the Content Usage Policy in [Exhibit C](#).
  - o We reserve the right, but do not assume the obligation, to determine whether Content complies with the Website upload instructions, the Content Usage Policy, and this Agreement. We may remove Content that appears to be non-compliant, and withhold Payment for any Products sold bearing Content that appears to be non-compliant.
2. **Costs of Creation:** You are responsible for the cost of creating your Content.

### VI. Use of the Website

A. Your use of the Website must be in accordance with this Agreement, and must comply with all applicable laws, rules and regulations.

B. You may not cause any harm to, or otherwise interfere with, the Website and/or Services by (but not limited to):

1. introducing viruses or using programs or technology intended to disrupt or damage software or hardware;
2. modifying, creating derivative works from, reverse engineering, decompiling or disassembling any technology;
3. interfering with or disrupting the access of any user, host or network via any means including, but not limited to, overloading, flooding, spamming, scripting Content creation, or linking to coupon sites;
4. creating an undue burden on the Website;
5. collecting email addresses or other information using the Website;
6. impersonating another person or entity;
7. using meta tags, search terms, key terms, etc. containing the word “CafePress” or our other trademarks;
8. helping or encouraging any third party to engage in activity prohibited by this Agreement;
9. purchasing, registering, or bidding on any keywords, search terms or other identifiers including the term (or variations of) "cafeexpress" (i.e. "cafe press", "cafe press", "CafePress.com", etc.) for use in any search engine, portal, sponsored advertising service or other search or referral service.

C. You may not use "spam," "blast-faxes" or recorded telephone messages to promote, market or sell your Content and/or Products. You may not spam or attempt to deliberately subvert the results of our directory or search engine with false, misleading, or unnecessarily repetitive information.

### VII. Representations and Warranties

A. **Mutual Representations and Warranties:** You represent and warrant to us, and we represent and warrant to you, that: (1) each of us has the full power and authority to enter into and perform this Agreement; (2) the execution of this Agreement and performance of our obligations will not breach, and does not conflict with, any other agreement or arrangement by which we are respectively bound; and (3) each of us understands and agrees that this Agreement is a legal, valid, and binding obligation enforceable by law according to its terms and conditions.

B. **Your Representations and Warranties:** You represent and warrant that:

1. your use of the Website does not infringe the rights of any third-party including, but not limited to, copyrights, trademarks, patents, trade secrets, and rights of privacy and publicity;
2. your use of the Website does not violate any applicable laws, regulations and rules including, without limitation, exploitation of the images or likeness of minors;
3. there are no pending or threatened lawsuits, claims, or demands involving, arising from or relating to your Content; and
4. your use of the Website is and will at all times remain in full compliance with this Agreement.

### VIII. Disclaimers and Exclusions

A. **Modification of the Website, C&B and/or the Services:** We may modify, change, suspend or discontinue any aspect of the Website, C&B and/or the Services at any time, with or without notice, without liability to you or anyone else.

B. We are not obligated to monitor the transactions or communications made through the Website. However, we reserve the right to cancel any transaction, or remove or limit access to any Content, Products, or all or part of the Website at any time with or without notice and without any liability to you or any third party.

C. **DISCLAIMER OF WARRANTIES:**The website, c&b and the services are provided "as is" and "as available" . We neither represent nor warrant that the website, c&b and/or the services or its or their use:

1. **WILL BE UNINTERRUPTED;**
2. **WILL BE FREE OF INACCURACIES OR ERRORS;**
3. **WILL MEET YOUR REQUIREMENTS; OR**
4. **WILL OPERATE IN THE CONFIGURATION OR WITH THE HARDWARE OR SOFTWARE YOU USE**
  - **WE MAKE NO REPRESENTATIONS OR WARRANTIES OTHER THAN AS EXPRESSLY MADE IN THIS AGREEMENT, AND HEREBY DISCLAIM ANY AND ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.**



IX. Limiation of Liability

- A. We May Use Third-Party Services: We may use third-parties to provide certain services accessible through the Website, and will not be liable to you for their acts or omissions
- B. LIMITATION OF LIABILITY: WE WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO OR CONNECTED WITH YOUR USE OF THE WEBSITE, UNDER ANY THEORY OF LIABILITY, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT WILL IN ALL EVENTS BE LIMITED TO THE GREATER OF FIFTY DOLLARS (\$50.00 USD) OR THE INVOICED AMOUNT PAID TO US FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, OUR LIABILITY TO YOU IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.
- o YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE WILL NOT BE LIABLE FOR THE ILLEGAL, OFFENSIVE OR DEFAMATORY CONDUCT OF OTHERS, INCLUDING ANY SUCH CONDUCT BY YOU, AND THAT YOU BEAR ALL RISK AND LIABILITY ASSOCIATED WITH YOUR CONTENT.
- C. RELEASE: YOU HEREBY RELEASE CAFEPRESS AND ITS OWNERS, OFFICERS, DIRECTORS, MANAGERS, REPRESENTATIVES, AFFILIATES, SUCCESSORS, ASSIGNS, AGENTS, SUBSIDIARIES, SHAREHOLDERS, EMPLOYEES AND BUSINESS PARTNERS FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH YOUR USE OF THE WEBSITE, C&B AND/OR THE SERVICES. IF YOU ARE A RESIDENT OF CALIFORNIA, YOU WAIVE CALIFORNIA CIVIL CODE § 1542 WHICH STATES "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

X. Indemnification

You hereby agree to indemnify and hold CafePress and its owners, shareholders, directors, officers, managers, employees, representatives, agents, subsidiaries, affiliates, successors, business partners and assigns (the "Releasees") harmless from and against any and all damages, losses, costs or expenses (including, without limitation, attorneys' fees and costs at trial and on appeal) incurred in connection with any third-party suit, claim, demand or action brought against any of the Releasees arising from or relating to your use of the Website, C&B, the Services, your Content, or your breach of this Agreement (individually and collectively a "Claim"). CafePress has the right to control the defense, settlement, and resolution of any Claim, at your sole cost and expense. In no event may you settle or otherwise resolve any Claim without our express written permission. We may withhold any and all Payments due to you in enforcing your indemnification obligations.

XI. Arbitration and Dispute Resolution

- A. Notices: All notices under this Agreement must be in writing and delivered as follows:

If to CafePress:

CafePress Inc.  
Attn: General Counsel  
11909 Shelbyville Road  
Louisville, KY 40243

If to you:

Using your most recent Account contact information;

Notices must be made, and will be considered received, as follows: (i) by U.S. mail, seven (7) business days after deposit in a mailbox, (ii) by overnight courier, on the date receipt is confirmed by the courier service, or (iii) by electronic mail, upon receipt of a "read receipt".

You or we may update the address for Notices set forth in this section by electronic e-mail, upon receipt of a "read receipt".

- B. Applicable law, Jurisdiction, and Venue: This User Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, in accordance with the Dispute Resolution by Binding Arbitration section of this Agreement set forth below in Section D. Any and all claims of infringement involving the Website, C&B, and/or the Services shall be governed by and construed in accordance with applicable federal law, and shall be brought before a court of competent jurisdiction in the State of California. The parties acknowledge that this User Agreement is evidence of a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted under this User Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., §§ 1-16).

- C. Assignment and Transferability: You may not assign or otherwise transfer this Agreement.

D. **Dispute Resolution by Binding Arbitration:** PLEASE READ THIS "DISPUTE RESOLUTION BY BINDING ARBITRATION" PROVISION CAREFULLY, BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH CAFEPRESS AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. THIS PROVISION PRECLUDES YOU FROM BRINGING ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST CAFEPRESS. IT ALSO PRECLUDES YOU FROM PARTICIPATING IN OR RECOVERING RELIEF UNDER ANY CURRENT OR FUTURE CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST CAFEPRESS BY SOMEONE ELSE. IN ADDITION, ARBITRATION PRECLUDES YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. WHETHER TO AGREE TO ARBITRATION IS AN IMPORTANT DECISION. IT IS YOUR DECISION TO MAKE AND YOU SHOULD NOT RELY SOLELY ON THE INFORMATION PROVIDED IN THIS AGREEMENT, AS IT IS NOT INTENDED TO CONTAIN A COMPLETE EXPLANATION OF THE CONSEQUENCES OF ARBITRATION. YOU SHOULD TAKE REASONABLE STEPS TO CONDUCT FURTHER RESEARCH AND TO CONSULT WITH AN ATTORNEY REGARDING THE CONSEQUENCES OF YOUR DECISION. YOU MAY OPT-OUT OF THIS ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS BELOW.

**Scope of Arbitration.** You and CafePress agree that any dispute, claim or controversy arising out of or relating to your access to or use of the Website, C&B, or Services or to this Agreement or any other aspect of the parties' relationship (a "Dispute"), shall be determined by arbitration, except that you and CafePress are NOT required to arbitrate any Dispute in which either party seeks equitable and/or legal or other relief for alleged violation of the Copyright Act, Lanham Act, or Patent Act or for state law claims of copyright, trademark, trade secret or unfair competition laws.

**Small Claims Court.** Notwithstanding this agreement to arbitrate, you may bring an individual action in the small claims court of your state or municipality if the action is within that court's jurisdiction and is pending only in that court.

**Applicable Arbitration Rules and Procedure.** The arbitration shall be governed by the rules of JAMS that are in effect at the time the arbitration is initiated (the "JAMS Rules"), available at [www.jamsadr.com](http://www.jamsadr.com) or by calling 1-800-352-5267, and under the rules set forth in this Arbitration Provision, except that JAMS may not administer any multiple claimant or class arbitration, as the parties agree that the arbitration shall be limited to the resolution only of individual claims. If there is a conflict between the JAMS Rules and the rules set forth in this Arbitration Provision, the rules set forth in this Arbitration Provision shall govern. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to federal, state, or local laws. All Disputes shall be resolved by a single neutral arbitrator, and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. The arbitrator is bound by the terms of this Agreement. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. 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 binding on the parties and may be entered as a judgment in any court of competent jurisdiction. You may choose to engage in arbitration hearings by telephone. Arbitration hearings not conducted by telephone shall take place in Jefferson County, Kentucky.

1. Initiation of Arbitration Proceeding: If either You or CafePress decide to arbitrate a Dispute, we agree to the following procedure:

a. Write a Demand for Arbitration. The demand must include a description of the Dispute and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at <http://www.jamsadr.com> ("Demand for Arbitration").

b. Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS at:

One Atlantic Center  
1201 West Peachtree, NW, Suite 2650  
Atlanta, GA 30309  
USA  
P 404-588-0900  
F 404-588-0905

c. Send one copy of the Demand for Arbitration to the other party at the address set forth above in Section A on Notices or in accordance with that Section.

2. Hearing Format. In all hearing formats, the arbitrator shall issue a written decision that explains the essential findings and conclusions on which an award, if any, is based. The discovery or exchange of non-privileged information relevant to the Dispute may be allowed during the arbitration.

**Location of Arbitration and Applicable Rules.** You and CafePress agree that such arbitration shall occur in Jefferson County, Kentucky. You may request to appear in such proceedings telephonically. You and CafePress agree that such arbitration shall be conducted by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Service ("JAMS"), as modified by this Agreement.

**Authority of Arbitrator.** With the exception of class procedures and remedies as discussed below under "Waiver of Class Relief," the arbitrator shall have the authority to grant any remedy that would otherwise be available in court.

**Allocation of Arbitration Fees.** If you assert a Dispute as a consumer, you will only be required to pay arbitration fees of \$250 of the fees charged by JAMS in connection with any arbitration under this section, and CafePress will bear all other costs charged by JAMS or the arbitrator, including any remaining JAMS Case Management Fee and all professional fees for the arbitrator's services. You will still be responsible for paying your own attorneys' fees.

WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS. YOU AND CAFEPRESS AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION FEDERAL OR STATE CLASS ACTIONS, OR CLASS ARBITRATIONS. ACCORDINGLY, UNDER THE ARBITRATION PROCEDURES OUTLINED IN THIS ARBITRATION PROVISION, AN ARBITRATOR SHALL NOT COMBINE OR CONSOLIDATE MORE THAN ONE PARTY’S CLAIMS WITHOUT THE WRITTEN CONSENT OF ALL PARTIES TO AN ARBITRATION PROCEEDING.

**Procedure to Opt-Out of Arbitration Provision.** You may opt-out of this arbitration provision only by written Notice via U.S. Mail, or by any nationally recognized delivery service (e.g., UPS, Federal Express, etc.) to CafePress Inc., Attn: Legal Department, 11909 Shelbyville Road, Louisville, KY 40243. **You must send such Notice within thirty (30) days of your acceptance of this Agreement.** You must sign and date the Notice, and include in it your name, address, and a clear statement that you do not wish to resolve disputes with CafePress through arbitration. If you do not follow this procedure by your thirty (30) day deadline to do so, then you and CafePress shall both be bound by the terms of this section entitled Dispute Resolution by Binding Arbitration.

If any portion of this Section entitled "Dispute Resolution by Binding Arbitration" is found to be unenforceable, that provision shall be severed with the remainder of this Section remaining in full force and effect. The foregoing shall not apply to the prohibition against class or representative actions; if the prohibition against class or representative actions is found to be unenforceable, this entire Arbitration Provision shall be null and void. The terms of this Arbitration Provision shall otherwise survive any termination of this Agreement.

**E. Entire Agreement:** This Agreement contains our entire understanding and agreement regarding your use of the Website, and supersedes any and all prior agreements and understandings regarding its subject matter. No failure or delay by either of us in exercising any right, power or privilege under this Agreement will operate as a waiver of that right, power or privilege, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. We are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, all of which will remain in full force and effect.

**F. Survival:** Section II. C, D, and E, Section III A, B, and C, Section IV B, Section V A, Section VII, Section VIII, Section IX, Section X, and Section XI of this Agreement survive any suspension, limitation of access to, termination, removal of Content or ban on your use of the Website, C&B and/or Services.

## The Services - Additional Terms and Conditions

This section contains additional terms and conditions governing your use of the Services.

### A. Additional General Terms and Conditions Applicable to the Services

- Controlling Content: We strive to make your use of the Services as easy as possible. For the Marketplace and Shops portions of the Services, the Website includes CP Admin, a default setting that places all Content that you upload on all Services-eligible blank products once you place any of your Content on any Services-eligible blank product. However, you control your Account, and can change the CP Admin and any other default settings by logging into your Account, going to the "Shop Management" screen, and electing to "opt-out". **IMPORTANT NOTE:** Unless you “opt-out” of CP Admin, the default setting on your Marketplace and Shops Account will place all of your Content on all Services-eligible blank products once you place any Content on any Services-eligible blank product.
- Product Pricing: We set the retail price for all Products offered for sale through the Marketplace and Shops portions of the Services. Some of our Services partners control the pricing for Products sold through their sales channels. Your Products’ pricing may vary, depending on the sales channel.
- Eligibility for Participation in the Affiliate Program: As a user of the Services, you may be eligible to participate in the Affiliate Program covered in the Introduction Section of this Agreement.

### B. Fan Portals

- Conditions of Use: Through our fan portals, you can access and use images that we license from the U.S. armed forces and various entertainment brands such as movies and television to create virtual products offered for sale in a designated location on the Website (“Fan Portal” or “Fan Portals”). IMPORTANT NOTE: Fan Portal content may NOT be used outside of the Fan Portal (you can’t use Fan Portal content in Shops or on the Marketplace), and your use of images accessed through the Fan Portal is subject to special guidelines and restrictions established by the licensor.
- Creating Fan Portal Designs: To create designs for the Fan Portals, simply upload and tag Fan Portal images in accordance with the guidelines for the relevant property (“Fan Portal Guidelines”). About 72 hours after you upload and tag your designs, they'll appear on the Fan Portal webpage.
- Commissions: You will receive a Commission for any designs sold through the Fan Portals. Commissions will be calculated in accordance with [Exhibit B](#).

### C. Shops

- Scope: As a Content Owner, you have the ability to create one or more virtual online shops of your own ("Shop" or "Shops"), hosted by us.



2. Shop Fees: The following fees apply to each Shop you operate ("Shop Fees"):

**Shop Fees**

**No Up-Front Fee Plan:**

No Up-Front Fee Plan: Account holders that do not have a valid credit card on file will pay a Shop fee in the amount of 10% of accrued Royalties ("CafeCash") for the current month (not to exceed \$10 per month). If you select the No Up-Front Fee Plan, your Shop fee will be deducted from CafeCash in your Account.

**Pre-Paid Fee Plan:**

Account holders that have a valid credit card on file\* will pay a Shop fee at the following rates:

- \$6.95 per month
- \$18.45 for 3 months
- \$34.95 for 6 months
- \$59.95 for 1 year (only \$5 per month!)

Shop Fees are billed on the one month anniversary of the date that you open your Shop. On the Account management page, you select which plan you want to use to pay the Shop Fees. If you do not select a plan, or if you do not have a valid credit card on file, your Account will be billed under the No Up-Front Fee Plan.

3. Product Pricing: You set the prices for all Products offered through your Shops.

4. Your Cost for Products: Each Product sold through your Shop(s) has a Base Price, and may be subject to Surcharges, as detailed at: [www.cafepress.com/cp/info/help/pricing\\_policy.aspx](http://www.cafepress.com/cp/info/help/pricing_policy.aspx)

5. For each of your Products sold through Shops, you pay us the Base Price plus any applicable Surcharges for our Services. Because in the Shops format you decide how much you want to make on your sale of each Product, you add the amount you want to make to the amount you will pay for our Services to set your retail price ("Retail Price").

We will charge a transaction fee of 5% of Retail Prices which are greater than \$15 over Base Price. No transaction fee will apply to Retail Prices which are \$15 or less over the Base Price. For example, if you markup an item by \$20, we will charge you a transaction fee of \$0.25 (5% of the \$5 over the \$15 markup limit).

Products sold through the Marketplace, the Services, Fan Portals or that include Branded Products are subject to a different pricing and royalty structure (See Fees and Royalties Chart), even where the product itself may be identical (e.g. you may have a product available in both your Shop and the CafePress Marketplace, if the Product is added to a cart from your Shop it will be subject to the Base Price/markup pricing structure noted here, whereas if the Product is added to a cart in the Marketplace it will be subject to the Marketplace pricing and Royalty structure).

6. Shop Performance Bonus: You will earn a bonus for sales of Products added to a buyer's cart from your Shop ("Shop Performance Bonus"). The Shop Performance Bonus is calculated in stepped up tiers based on the total monthly Base Price sales of Products added to buyers' carts while in your Shop. Any purchases that you make from your own Shops (including Bulk Orders), and any third-party fulfillment items are not eligible for credit



toward a Shop Performance Bonus.

Tiers

- Tier 0
- Tier 1
- Tier 2
- Tier 3
- Tier 4
- Tier 5

Monthly Base Price Sales

- \$0-\$100.00
- \$100.01-\$500.00
- \$500.01 - \$1,000
- \$1,000.01 - \$2,000
- \$2,000.01 - \$5,000
- above \$5,000.01

Bonus Percentage of Monthly Base Price Sales

- 0%
- 10%
- 15%
- 20%
- 25%
- 30%

For example, if you made a total of \$1,300.00 in Base Price sales for a single month, your Shop Performance Bonus will look like this:

Tier 0

Tier 1

Tier 2

Tier 3

Tiers

\$0-\$100.00

\$100.01-\$500.00

\$500.01-\$1,000.00

\$1,000.01-\$1,300.00

Total Monthly Base Price Sales of \$1300.00

\$100.00

\$400.00

\$500.00

\$300.00

Bonus % of Base Price Sales

0%

10%

15%

20%

Actual Bonus Received

\$ 0.00

\$40.00

\$75.00

\$60.00

\$175.00 Total

Shop Keeper Bulk Discount: Whenever you order 12 or more units of a specific Product from your own Shop you can receive up to a forty-five percent (45%) discount ("Bulk Discount").

- Discounts vary with Products and quantity.
- Bulk Discount orders must be shipped to a single address only, and will take 1-3 weeks for production and shipping depending on the quantity ordered.
- Bulk Discount orders are not be eligible for: (i) Royalties; or (ii) Shop Performance Bonus credits.

- Applicable Surcharges apply.
- Bulk Discounts cannot be combined with any other discounts, coupons, or promotions.
- Click here to view the list of Products excluded from the Bulk Discount program.

Per unit pricing for each of the blank product categories you can customize are set forth in [www.cafepress.com/cp/info/help/shop\\_services.aspx#bulk](http://www.cafepress.com/cp/info/help/shop_services.aspx#bulk)

**Exhibit B: Fees, Royalties and Commissions**

All Royalties due will be calculated at retail prices, discounted prices, promotional prices, or as otherwise determined by us and/or our partners.

Products that you offer for sale through the Marketplace and Fan Portal portions of the Services are offered at preset retail prices determined by us and/or our partners. These retail prices are based on a variety of factors including the cost of the blank product to be printed, as well as the costs of printing, shipping, and provision of the Services and/or partner services provided to you. We do not take Content into consideration when setting retail prices for Products offered for sale through the Services, so pricing is completely independent of the Content involved.

By using the Services, you understand that the blank products offered, and their associated retail prices, may change at any time and you agree to and accept any and all such changes.

Finally, all Content offered for sale through the Services may be made available for purchase on third party websites. Individual partners may establish and control their own retail prices, so they may differ from those on the Website.



Services Offerings

- Shops Sales
- Website Sales
- Partner Sales[3] (% of Net Revenue)
- Fan Portal Products Commission (% of Net Revenue)
- Branded Products Royalty (% of Net Revenue)

Fees

- See Shops Section
- N/A
- N/A
- N/A
- N/A

Royalties or Commissions by Sales Channel

- See Shops Section
- Variable rate by PTN from 5-10% of Net Revenue[1]
- 5% of Net Revenue
- 5% of Net Revenue
- See also Fan Portals and Branded Product Schedules for any additional applicable terms[3]
- 5% of Net Revenue
- See also Fan Portals and Branded Product Schedules for any additional applicable terms [3]

[1] "Net Revenue" means the gross revenue actually received by us for your Products, minus discounts, returns, refunds, redos, chargebacks, taxes and shipping revenue.

[2] "Partners" are the distribution channels, platforms and mechanisms by which we sell and distribute your Products including, without limitation, any and all third-party feeds, retail distribution partnerships, and any distribution channels that we own, operate and/or control. For example, if your Content is placed on the Website, and Products bearing that Content are sold through one of our Partners such as Amazon.com, then you will receive a Royalty of 5% of the Net Revenue for all sales of your Products. We may add or eliminate distribution channels through which you may offer your Products (subject to the license terms set forth herein) at any time without liability to you and/or anyone else.

[3] Royalties for Products created and properly tagged pursuant to Fan Portals will be based on Net Revenue calculated on the terms set forth on the applicable Fan Portal pages, which vary by individual property and may change from time to time in accordance with the agreements in place with the licensors. The current list of Fan Portal properties is available [here](#).

Exhibit C: Content Usage Policy

Our Content Usage Policy (CUP) establishes the guidelines for your use of the Website C&B and/or the Services to upload, store and use your Content. Your use of the Website, C&B and/or Services constitutes your agreement that everything you upload, store, or use on the Website complies with this CUP, and you accept liability for any non-compliant Content.

If you believe that images on the Website or offered through the Services infringe your intellectual property rights, notify us at [trademark@cafepress.com](mailto:trademark@cafepress.com). If you are not a rightsholder, but believe that images on the Website violate this CUP, please email us at [trademark@cafepress.com](mailto:trademark@cafepress.com).

I. Prohibited Images

All Content uploaded to the Website will be evaluated against our CUP.

Below are some general examples of prohibited Content. Although CafePress has the right and authority, in its sole and absolute discretion, to remove any Content on the Website which CafePress believes violates this CUP, you are always fully responsible for all Content that you upload to the Website.

A. **General Categories of Prohibited Content**

Content is prohibited on the Website if it:

- o may infringe the intellectual property or other rights of a third party, including rights of privacy and personality;
- o makes inappropriate use of swastikas or other Nazi symbols and/or glamorizes the actions of Hitler or other individuals or groups advocating ethnic cleansing, genocide or similar activities;
- o uses symbols or marks signifying hate towards another group of people;
- o contains or consists of hateful and/or racist terms;
- o is pornographic;
- o nudity is prohibited on the Website;
- o exploits images of, or the likeness of, minors;
- o reveals the personal information of another person;
- o contains or consists of obscenities, vulgarities, and/or offensive remarks that harass, threaten, defame or abuse others such as F\*\*\* (Ethnic Group);
- o depicts violence, is obscene, abusive, fraudulent or threatening such as an image of a murder victim, morgue shots, promotion of suicide, etc.;
- o depicts or glamorizes the use of "hard core" illegal substances or drugs such as a person injecting a substance in their body;
- o is obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable, generally offensive or in bad taste, as determined by CafePress; or
- o is otherwise prohibited by applicable law.

The list above is **NOT** exhaustive, and only serves as a general guideline.

AN IMPORTANT NOTE ABOUT TOLERANCE IN A DIVERSE WORLD: CafePress has millions of users, from varied backgrounds and cultures, who differ in their beliefs and views about what is considered acceptable and what is considered offensive. We recognize that along with such diversity comes differences which may result in some individuals being offended by the opinions, perspectives and creative expressions of others within our user group. We ask that you exercise tolerance, and respect each individual's right to express him- or herself in a manner consistent with our CUP.

All Content that you upload is automatically stored to the Website. We do not review any Content before you upload it to the Website. By using our Services, you assume full responsibility for all of the Content that you upload to the Website, and for complying with our CUP.

B. **Examples of Content Prohibited Under Intellectual Property Laws**

Following are some examples of Content that should not be uploaded to the Website under intellectual property laws:

- o NO unofficial merchandise, such as Content relating to professional sports teams, videogames, or Olympic merchandise.
- o NO use of names, logos, pictures or other intellectual property of musical groups or musical artists. For example, you cannot make merchandise depicting a musical group or artist simply because you run a fan-based website for that group or artist or just because you downloaded his/her/their image from an internet website. You also cannot modify the name of or other intellectual property relating to these individuals and avoid infringement.
- o NO use of names, logos, pictures, or other intellectual property of sports teams, colleges/universities, clubs, or organizations. Modifications may not avoid infringement.

- NO photos, logos, caricatures, or other artwork depicting actors, actresses, models or other celebrities. Just because you take a photograph of a celebrity does not necessarily give you the right to use that photograph on merchandise, even if you digitally manipulate the photograph. However, Content depicting political figures is permissible if used to promote political free speech (and not to endorse products). A political figure is usually a person holding or seeking political office. While certain celebrities are sometimes active in politics, CafePress does not allow use of content depicting celebrities in any manner unless expressly authorized by that person.
- NO use of trademarks, names, or logos of companies. For example, you cannot use the name of a company or company logo. However, Content depicting political parties is permissible if used to promote political free speech, and the Content does not otherwise use or depict other trademarks, names, or logos.
- NO pictures or photographs of products (such as toys). Even if you own a product, intellectual property laws may still prohibit you from selling merchandise that features pictures of it. For example, you cannot take a picture of your famous doll and sell merchandise for that famous doll with that picture.

This list is NOT comprehensive. If in doubt, you should consult with an attorney.

**II. Marketing Restrictions**

**A. CafePress Branding Bar**

You may not remove or alter the CafePress branding on your storefront and store pages.

**B. False or Misleading Marketing Material**

You may not use false or misleading Content to market and promote your shops and products. Some examples of false and misleading information are:

- Making claims that the proceeds from sales will go to a charity without first obtaining permission from such charity to use their name in connection with product sales, and complying with all applicable laws relating to charity fundraising;
- Using a third party trademark to market your content (e.g. using "Gucci"® in your product descriptions, titles, tags or other SEO text on your CafePress shop); and
- Spamming or attempting to deliberately subvert the results of the CafePress directory or search engine with false, misleading, or unnecessarily repetitive information (e.g., tag spamming or artificially increasing your CafePress search results rankings).

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# CafePress Privacy Statement

**Effective: June 19, 2018**

CafePress values the trust you place in us when you use CafePress.com and our affiliated websites, applications or tools (collectively, our “Websites”). Your privacy and trust are important to us and who we are as a company. This Privacy Statement (the “Privacy Statement” or the “Statement”) describes how we collect, use, disclose, retain, and protect your information when you interact with our Websites

[When this Privacy Statement applies](#)

[Information we collect about you](#)

[How we use your information](#)

[How we share your information with others](#)

[Tracking and interest-based advertising](#)

[How we secure your information](#)

[How to access and modify your information](#)

[How to limit the use of your information](#)

[Other important information](#)



## Questions or report a problem

For individuals residing in the EEA or Switzerland, please [click here](#) to find out more information.

When this Privacy Statement applies

This Privacy Statement applies to any Website that links to it, as well as information we collect when you interact with us through social media or other websites and online services. It does not apply to non-CafePress websites and mobile applications that may link to the Websites or be linked to or from the Websites; please review the privacy policies on those websites and applications directly to understand their privacy practices.

BY USING OUR SERVICES AND MAKING THE CHOICES YOU MADE WHEN REGISTERING WITH US, YOU ARE ACCEPTING THE TERMS OF THIS PRIVACY STATEMENT AND OUR USER AGREEMENT, AND YOU ARE CONSENTING TO OUR COLLECTION, USE, DISCLOSURE, RETENTION, AND PROTECTION OF YOUR PERSONAL INFORMATION AS DESCRIBED IN THIS PRIVACY STATEMENT. IF YOU DO NOT PROVIDE THE INFORMATION WE REQUIRE, WE MAY NOT BE ABLE TO PROVIDE ALL OF OUR SERVICES TO YOU.

We may make changes to this Statement from time to time. We will post any changes, and such changes will become effective when they are posted. Your continued use of our Websites following the posting of any changes will mean you accept those changes.

Information we collect about you

We collect, process, and retain information from you and any devices (including mobile devices) you may use when you use our Websites or Services, register for an account with us, provide us information on a web form, update or add information to your account, participate in community discussions, chats, or dispute resolution, or when you otherwise correspond with us. Below we describe the different types of information we collect from you and the devices you use when you interact with our Websites.

**Information You Give Us:** Some of the Websites may include features or services that permit you to enter contact information and other information about you. We collect and store any information you enter on our Websites. This may include your name, mailing address, ZIP code, phone number, email address, and/or payment information.

**Information About Your Interaction With Our Websites:** We collect information about your interactions with our Websites, such as the purchases you make or the advertisements you view.

**Information Collected Automatically:** When you interact with our Websites, certain information about your use of our Websites is automatically collected. This information includes computer and connection information such as statistics on your page views, traffic to and from our Websites, referral URL, ad data, your IP address, and device identifiers; this information may also include your browsing history, transaction history, and your web log information.

Most of this information is collected through “cookies,” web beacons, tagging and other tracking technologies, as well as through your web browser or device (e.g., IP address, MAC address, browser version, etc.), to help enable you to shop on our Websites, and enable us to enhance or personalize your online browsing and shopping experience. Most web browsers automatically accept cookies but, if you prefer, you can usually modify your browser setting to disable or reject cookies. If you delete your cookies or if you set your browser to decline cookies, some features of the Websites may not be available, work, or work as designed.

We use Google Analytics, a web analytics service provided by Google, Inc., on our Websites. Google Analytics uses cookies or other tracking technologies to help us analyze how users interact with and use the Websites, compile reports on the Websites’ activity, and provide other services related to our Websites’ activity and usage. The technologies used by Google may collect information such as your IP address, time of visit, whether you are a return visitor, and any referring website. The Websites do not use Google Analytics to gather information that personally identifies you. The information generated by Google Analytics will be transmitted to and stored by Google and will be subject to Google’s [privacy policies](#). To learn more about Google’s partner services and to learn how to opt out of tracking of analytics by Google, [click here](#)

**Information From Social Media and Other Websites:** When you interact with us or the Websites by a social media icon linked from our Websites), we may collect the personal information that you make available to us on that page, including your account ID or username and other information included in your posts. If you choose to log in to your CafePress account with or through a social networking service, CafePress and that service may share certain information about you and your activities.

How we use your information

We use your information to help us personalize and continually improve your experience on the Websites, including fulfilling your orders and requests for information, analyzing and compiling trends and statistics, and communicating with you.

In accordance with your choices when you registered with us, we may use information you give us or information we collect about you to:

- Provide, maintain, and improve the Websites for internal or other business purposes;
- Fulfill requests for information;
- Provide, produce, and ship the products that you order or the services you request;
- Provide customer support;
- Track and evaluate the use of the Websites;
- Communicate with you about your Customer Account, Content Owner Account, profile or transactions with us, or changes to our policies or terms;
- Send you information about features and enhancements on or to our Websites;
- Send you newsletters or other materials;
- Send you offers or other communications about our products and services, such as special or promotional events, including services, products, or events for which we collaborate or co-offer with a third party;
- Administer contests, sweepstakes, promotions, and surveys;
- Detect, investigate, and prevent activities that may violate our policies or be fraudulent or illegal;
- Optimize or improve our products, services and operations; and
- Perform statistical, demographic, and marketing analyses of users of the Websites and their viewing patterns.

Some of these uses of your information may be in connection with our legitimate interests in providing the Services.

We may combine information gathered from multiple portions of the Websites into a single record. We may also use or combine information that we obtain from our business records. Additionally, information collected from a particular browser or device may be used with another computer or device that is linked to the browser or device on which such information was collected.

### How we share your information with others

We do not share your personal information with third parties, except as set forth below. We may disclose information that does not specifically identify you, such as aggregate information, device identifiers or other unique identifiers, to third parties in any manner we deem appropriate. For information about how to manage your information and the choices you have, see [how to limit the use of your information](#) below.

**Third-Party Service Providers:** We may share the information collected via our Websites with service providers that perform functions on our behalf to help us provide and support the Websites and our products and Services, including, but not limited to: hosting, content syndication, content management, technical integration, marketing, analytics, customer service, and fraud protection. For example, we use third parties to process payments made to us and assist with product fulfillment and other operations. These third parties may have access to your personal information when needed to perform their functions. We require these service providers to maintain the confidentiality and security of all information we provide and use it only for the purpose of providing the services for which they have been engaged.

**Business Partners and Other Third Parties:** Based on the choices you made when registering, we may engage in activities that include sharing your information with unaffiliated third parties, such as business partners who provide products and services that we think you may be interested in. Before we share such information, we obtain your consent.

**Sale, Assignment or Change of Control:** We may change our ownership or corporate organization while providing the Websites. We may transfer to another entity or its affiliates or service providers some or all information about you in connection with, or during negotiations of, any merger, acquisition, sale of assets or any line of business, other change of ownership or control, or financial transaction. Under such circumstances, we would request the acquiring party to follow the practices described in this Privacy Statement. Nevertheless, we cannot promise that an acquiring party or the merged entity will have the same privacy practices or treat your information the same as described in this Privacy Statement.

**Law Enforcement, Legal Process, and Emergency Situations:** We may also use or disclose your information if required to do so by law or on the good-faith belief that such sharing is necessary to (a) conform to applicable law or comply with legal process served on us or our Websites; (b) protect and defend our rights or property, the Websites or our users; or (c) act to protect the personal safety of us, our employees and agents, other users of the Websites, or the public. In particular, if you are a Content Owner (as defined by our [User Agreement](#)), we may disclose your information to a third party that alleges that you have infringed their intellectual property rights through the products sold through our Websites. Similarly, if you allege that a Content Owner is infringing upon your intellectual property rights, we may disclose your information to that Content Owner.

## Interest-based advertising

Like many websites, we use tracking technologies such as cookies, web beacons and similar technologies to record your preferences, track the use of our Websites and exposure to our online advertisements. We may also use these technologies to monitor traffic, improve the Websites, and make it easier to use and more relevant.

We partner with third party advertising companies who also use these tracking tools to provide advertisements on our Websites, as well as on other websites and applications about our products and Services that may be of interest to you. In accordance with your choices when registering with us, the advertisements you see may be based on information collected through cookies, web beacons and other tracking technologies from our Websites and on other third party websites you visit and mobile applications you use that participate in our advertising networks. They may also use persistent identifiers to track your Internet usage across other websites and mobile applications in their networks beyond the Websites. They may use this information to provide you with interest-based advertising or other targeted content. While we do not share information that personally identifies you with unaffiliated third parties for their own uses, such third parties may, with sufficient data from other sources, be able to personally identify you, unknown to us. To learn more about the third party collection and use of your information, please visit the [Network Advertising Initiative](#) and/or the [Digital Advertising Alliance](#). Similarly, for information about how to manage your mobile app tracking settings, see [How to limit the use of your information below](#).

Some content or applications, including advertisements, on the Websites may be served by unaffiliated third parties. We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement, you should contact the responsible advertiser directly. We are not responsible for the content or privacy practices on any website not operated by CafePress to which our Websites link or that link to our Websites.

Your browser or device may include "Do Not Track" functionality. At this time, CafePress does not respond to browser "Do Not Track" signals.

### How to access and modify your information

We take steps to ensure that the personal information we collect is accurate and up to date, and that you have the ability to access and make corrections to it. This includes:

1. Giving you the ability to see, review, and change your personal information by signing in to your account at [CafePress.com](#).
2. Honoring any legal right, you might have to access, modify or erase your personal information. To request access and to find out whether any fees may apply, if permitted by applicable state, federal, or national law (outside of the United States), please contact [privacy@cafepress.com](mailto:privacy@cafepress.com).

We may not be able to delete your personal information without also deleting your user account. You will not be permitted to examine the personal information of any other person or entity. In order to verify your identity, you may be required to provide us with personal information prior to accessing any records containing information about you. We may not accommodate a request to change or delete personal information if we believe doing so would violate any law or legal requirement or cause the information to be incorrect.

### How to limit the use of your information

In many instances, you have choices about the information you provide and limiting how we use your information. These choices, and any related consequences, are described in detail below.

**Personal Information:** You may choose not to provide your personal information, such as your name, mailing address, ZIP code, phone number, email address, or payment information, but then you might not be able to take advantage of many features of our Websites and/or checkout.

**Emails, Newsletters, and other Communications:** When you create an account through our Websites, you are required to provide us with an accurate e-mail address through which we may contact you. The choices you make during the registration through our Websites or apps constitute your express acknowledgment of whether CafePress may use your e-mail address to communicate with you about product offerings from CafePress, its affiliates, selected third parties, and/or partners. While you cannot opt-out of receiving notifications and other communications regarding your account or your transactions, you can opt-out of receiving newsletters and promotional emails and other marketing communications from us by using the "unsubscribe" feature in our marketing e-mails or contacting Customer Service.

**Location Tracking:** Most mobile devices allow you to control or disable the use of location services by any application on your mobile device through the device's settings' menu.

**Online Tracking and Interest-Based Advertising:** You also have choices to limit some tracking mechanisms that collect information when you use the Websites. Many web browsers automatically accept cookies, but you can usually modify your browser's setting to decline cookies if you prefer. If you choose to decline cookies, certain features of our Websites, including the Websites themselves, may not function properly or remain accessible to you. In addition, you may also render some web beacons unusable by rejecting or removing their associated cookies. Note that if you choose to remove cookies, you may remove opt-out cookies that affect your advertising preferences.



You may opt out of tracking of analytics data by Google Analytics, one of our customer usage analytics providers, by clicking [here](#).

Many of the third-party advertisers that place tracking tools on our Websites are members of programs that offer you additional choices regarding the collection and use of your information. You can learn more about the options available to limit these third parties' collection and use of your information by visiting the websites for the [Network Advertising Initiative](#) and the [Digital Advertising Alliance](#), as well as the webpages for [Facebook's ad preferences tool](#) and [privacy policy](#).

Similarly, you can learn about your options to opt-out of mobile app tracking by certain advertising networks through your device settings. For more information about how to change these settings for Apple, Android or Windows devices, see:

Apple: <http://support.apple.com/kb/HT4228>

Android: <http://www.google.com/policies/technologies/ads/>

Windows: <http://choice.microsoft.com/en-US/opt-out>

Please note that opting-out of advertising networks services does not mean that you will not receive advertising while using our Websites or on other websites, nor will it prevent the receipt of interest-based advertising from third parties that do not participate in these programs. It will, however, exclude you from interest-based advertising conducted through participating networks, as provided by their policies and choice mechanisms.

## Updating your information

To discover whether we have information about you and to update that information, please contact us at [privacy@cafepress.com](mailto:privacy@cafepress.com).

## How we secure your information

We do our best to provide you with a safe and convenient shopping experience. Our Websites incorporate physical, technical, and administrative safeguards to protect the confidentiality of the information we collect through the Websites, including the use of encryption, firewalls, limited access and other controls where appropriate. **While we use these precautions to safeguard your personal information, we cannot guarantee the security of the networks, systems, servers, devices, and databases we operate or that are operated on our behalf. 100% complete security does not presently exist anywhere online or offline.**

You can help protect the privacy of your own information by using encryption and other techniques to prevent unauthorized interception of your personal information. You are responsible for the security of your information when using unencrypted, public or otherwise unsecured networks.

## Users outside the U.S.

If you use our Websites outside of the United States, you understand that we may collect, process, and store your personal information in the United States and other countries. The laws in the U.S. regarding personal information may be different from the laws of your state or country. Any such transfers will comply with safeguards as required by relevant law. If applicable, you may have a right to claim compensation for damages caused by a breach of relevant data protection laws.

## Users in the European Union (EEA) and Switzerland

If you are a resident of the EEA or Switzerland, the following information applies.

Purposes of processing and legal basis for processing: As explained above, we process personal data in various ways depending upon your use of our Websites. We process personal data on the following legal bases: (1) with your consent; (2) as necessary to perform our agreement to provide Services; and (3) as necessary for our legitimate interests in providing the Websites where those interests do not override your fundamental rights and freedom related to data privacy.

**Transfers:** Personal data we collect may be transferred to, and stored and processed in, the United States or any other country in which we or our affiliates or subcontractors maintain facilities. We will ensure that transfers of personal data to a third country or an international organization are subject to appropriate safeguards. For more information regarding data received or transferred pursuant to the Privacy Shield Frameworks, see our **Privacy Shield Frameworks** section below.

**Individual Rights:** If you are a resident of the EEA or Switzerland, you are entitled to the following rights. **Please note:** In order to verify your identity, we may require you to provide us with personal information prior to accessing any records containing information about you.

- The right to access and rectify your data: You have the right to obtain information about our processing of personal data and a copy of your personal data that we store. You have the right to request that we update your personal data if it is inaccurate or incomplete.
- The right to request data erasure: You have the right to have your data erased from our Websites if the data is no longer necessary for the purpose for which it was collected, you withdraw consent and no other legal basis for processing exists, or you believe your fundamental rights to data privacy and protection outweigh our legitimate interest in continuing the processing.
- The right to restrict or object to our processing: You have the right to restrict or object to our processing if we are processing your data based on legitimate interests or the performance of a task in the public interest as an exercise of official authority (including profiling); using your data for direct marketing (including profiling); or processing your data for purposes of scientific or historical research and statistics.

For questions and/or to opt-out and remove your personal information in our database please contact [GDPR@cafepress.com](mailto:GDPR@cafepress.com).

You may have the right to make a GDPR complaint to the relevant Supervisory Authority. A list of Supervisory Authorities is available here: [http://ec.europa.eu/justice/data-protection/bodies/authorities/index\\_en.htm](http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm). If you need further assistance regarding your rights, please contact us using the contact information provided below and we will consider your request in accordance with applicable law. In some cases, our ability to uphold these rights for you may depend upon our obligations to process personal information for security, safety, fraud prevention reasons, compliance with regulatory or legal requirements, or because processing is necessary to deliver the services you have requested. Where this is the case, we will inform you of specific details in response to your request.

## Privacy Shield Frameworks

CafePress Inc. complies with the EU-US Privacy Shield Framework and the Swiss-US Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries and Switzerland transferred to the United States pursuant to Privacy Shield. CafePress has certified that it adheres to the Privacy Shield Principles with respect to such data. If there is any conflict between the policies in this privacy policy and data subject rights under the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification page, please visit <https://www.privacyshield.gov/>.

With respect to personal data received or transferred pursuant to the Privacy Shield Frameworks, CafePress is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission.

EU and Swiss individuals have the right to obtain our confirmation of whether we maintain personal information relating to you. Upon request, we will provide you with access to the personal information that we hold about you. You also may correct, amend, or delete the personal information we hold about you. An individual who seeks access, or who seeks to correct, amend, or delete inaccurate data, should direct their query to [GDPR@cafepress.com](mailto:GDPR@cafepress.com). If requested to remove data, we will respond within a reasonable timeframe.

Your right to access your personal data may be restricted in exceptional circumstances, including, but not limited to, when the burden or expense of providing this access would be disproportionate to the risks to your privacy in the case in question, or when the rights of persons other than you would be violated by the provision of such access. If we determine that your access should be restricted in a particular instance, we will provide you with an explanation of our determination and respond to any inquiries you may have.

We will provide an individual opt-out or opt-in choice before we share your data with third parties other than our agents, or before we use it for a purpose other than which it was originally collected or subsequently authorized.

To limit the use and disclosure of your personal information, please submit a written request to [GDPR@cafepress.com](mailto:GDPR@cafepress.com).

In certain situations, we may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

CafePress' accountability for personal data that it receives under the Privacy Shield and subsequently transfers to a third party is described in the Privacy Shield Principles. In particular, CafePress remains responsible and liable under the Privacy Shield Principles if third-party agents that it engages to process the personal data on its behalf do so in a manner inconsistent with the Principles, unless CafePress proves that it is not responsible for the event giving rise to the damage.

In compliance with the Privacy Shield Principles, CafePress commits to resolve complaints about your privacy and our collection or use of your personal information transferred to the United States pursuant to Privacy Shield. European Union and Swiss individuals with Privacy Shield inquiries or complaints should first contact CafePress at [GDPR@cafepress.com](mailto:GDPR@cafepress.com).

CafePress has further committed to refer unresolved privacy complaints under the Privacy Shield Principles to an independent dispute resolution mechanism, the BBB EU PRIVACY SHIELD, operated by the Council of Better Business Bureaus. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit [www.bbb.org/EU-privacy-shield/for-eu-consumers](http://www.bbb.org/EU-privacy-shield/for-eu-consumers) for more information and to file a complaint. This service is provided free of charge to you.

If your Privacy Shield complaint cannot be resolved through the above channels, under certain conditions, you may invoke binding arbitration for some residual claims not resolved by other redress mechanisms. See Privacy Shield Annex 1 at <https://www.privacyshield.gov/article?id=ANNEX-I-introduction>.

### Other important information

**Users Under Thirteen:** Our Services are intended for users ages 13 and older only. Accordingly, we will not knowingly collect or use any personal information from children that we know to be under the age of 13. In addition, we will delete any information in our database that we know originates from a child under the age of 13.

**Users Thirteen to Seventeen:** Prospective users between the ages of 13 and 17 can only use our Services under their parents or legal guardian's supervision. If you are between the ages of 13 and 17, you, your parent, or your legal guardian may request that we deactivate any of your personal information in our database and/or opt-out from receiving communications from us. If you wish to do so, please contact us at [privacy@cafepress.com](mailto:privacy@cafepress.com).

**Notice to California Residents:** If you are a California resident, California Civil Code Section 1798.83 permits you to request certain information regarding the disclosure of your personal information by CafePress and its related companies to third parties for the third parties direct marketing purposes. To make such a request, please send your request, by mail, to:

CafePress Inc.  
Attn: Legal - CA Privacy  
11909 Shelbyville Road  
Louisville, KY 40243

### Questions or report a problem

For questions about our Privacy Statement, to make choices about receiving promotional communications, to update your personal information, or to place an order, you can contact CafePress Inc. by email, telephone or postal mail:

**CafePress Customer Service**

6901 A Riverport Drive  
Louisville, KY 40258  
(877) 809-1659  
Email: [Customer Service](#)

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## Report an Alleged Infringement

CafePress Inc. ("CafePress") is an internet service provider ("ISP") providing an automated, Internet-based service for the design, marketing and sale of customized merchandise by users of our service. Our users are contractually prohibited from using the service in a manner that infringes the intellectual property rights of others.

We respect the intellectual property rights of others, and do NOT welcome infringing content. We encourage you to contact us if you believe that a user of our service has infringed your rights. We promptly evaluate all claims of infringement, and terminate the accounts of repeat infringers.



If you believe that a user of our service has infringed your intellectual property rights, please notify our Intellectual Property Rights Agent and provide all of the following:

1. A physical or electronic signature, and a statement that you are authorized to act on behalf of the owner of the copyright or other rights that have been allegedly infringed;
2. Identification of the copyright, trademark or other rights that have been allegedly infringed;
3. The URL or product number(s) used in connection with the sale of the allegedly infringing merchandise; **Note: Simply including [www.cafepress.com](http://www.cafepress.com) is not sufficient to identify what you are objecting to; you must provide the product number or store id part of the URL to identify the user.**
4. Your name, address, telephone number and email address;
5. A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the rights owner, its agent or the law; and
6. 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 the copyright or other right that is allegedly infringed.

Notices of infringement should be sent by mail or email to:

**CafePress.com**  
Attention: Legal Department – Infringement Claims Group  
11909 Shelbyville Road  
Louisville, KY 40243

[trademark@cafepress.com](mailto:trademark@cafepress.com)

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## Affiliate User Agreement

Welcome to the CafePress Affiliate Operating Agreement ("Agreement"). This Agreement contains the conditions under which you may participate in the CafePress Affiliate Program (the "Program"). If you do not read, understand and agree to all of the terms and conditions of this Agreement, you may not participate in the Program.

CafePress Inc. ("CafePress") reserves the right to modify any of the terms and conditions contained in this Agreement, at any time and in its sole discretion. Any change notice or new agreement will be posted publicly on the CafePress website (as further defined below, "Website"). Modifications may include, for example, changes in the scope of available commission fees, commission fee schedules, payment procedures, Program features, and Program rules. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the Program following posting of a change notice or new agreement on the Website will constitute binding acceptance of the change.

IF YOU ARE INTERESTED IN BECOMING A CAFEPRESS AFFILIATE, PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THERE ARE RESTRICTIONS ON THE TYPES OF CONTENT THAT CAN BE OFFERED IN CONNECTION WITH AFFILIATE ACCOUNTS AND FAILURE TO COMPLY WITH THE PROGRAM TERMS WILL RESULT IN TERMINATION.

IF YOU ARE A RESIDENT OF THE FOLLOWING STATES, YOU ARE NOT ELIGIBLE FOR, AND MAY NOT PARTICIPATE IN, THE PROGRAM:

- Arkansas
- Kansas

### 1. Agreement

1.1 Affiliate Program. This Agreement provides the terms and conditions under which CafePress makes available the Program by which you may refer potential customers to purchase Products on the CafePress Website.

1.2 Terms of Service. If you become an Affiliate, you will continue to be bound by all of the terms and conditions of the Terms of Service, and by your agreement to the terms hereof and participation in the Program. By this reference this Agreement shall be deemed incorporated into the Terms of Service. For purposes of clarity, the Program is deemed part of the "CafePress Service," and all initially-capitalized terms not defined in this Agreement

shall have the meaning set forth for such term in the Terms of Service, and any disputes resulting from your participation in the Program will be subject to confidential binding arbitration in accordance with Section 13 of the Terms of Service. If the terms of this Agreement conflict with the Terms of Service, then this Agreement will govern and be given precedence, with respect to the Program.

1.3 Additional Definitions. For purposes of this Agreement: (1) "Website" means a World Wide Website and, depending on the context, refers either to the CafePress Website located at [www.cafepress.com](http://www.cafepress.com), or any of our affiliated and wholly-owned Websites, and (2) "Affiliate Website" means to the website that you will link to the CafePress Website. As used in this Agreement, "our" or "we" means CafePress Inc.

2. **Eligibility and Becoming an Affiliate**

2.1 Opening an Account. To become an Affiliate and participate in the Program, you can open an Affiliate account (an "Affiliate Account") by agreeing to the terms and conditions of this Agreement. All Affiliates that agree to be bound by the terms and conditions set forth in this Agreement are automatically approved and can begin participating in the program. At any time thereafter, CafePress may evaluate your status as an Affiliate and limit or terminate your Affiliate Account for any reason as determined in our sole discretion, including but not limited to, the inclusion of content that is in any way unlawful, harmful, threatening, defamatory, obscene, pornographic, harassing, racially or ethnically derogatory or otherwise objectionable or damaging to our business. All decisions are final and in our sole discretion. If we revoke or terminate your Affiliate Account, you may reapply at any time, but there is no guarantee that any later determination will differ from the first. No coupon sites and no scripting are permitted in connection with any Affiliate Account.

2.2 Contact Information. You must provide us with accurate and complete contact and payment information when you open an Affiliate Account. You must immediately notify us if any of your contact or payment information changes. If you do not provide us with complete, accurate, and updated contact information, you may not be eligible to receive commissions based on your participation in the Program. You will receive an email confirming your account information. If you do not provide full contact emails at registration, you will be contacted within thirty (30) days to update your information. If you fail to do so, your Affiliate Account will be subject to termination.

2.3 Account Security. You will need to select a password if you open an Affiliate Account. You will be solely and exclusively responsible for keeping your password confidential and all use of your password and Affiliate Account, including, without limitation, any use by any third party. You must notify us immediately if you believe your password has been, or may have been, obtained or used by any unauthorized person or entity. In addition, you must notify us immediately if you become aware of any other breach or attempted breach of the security of your Affiliate Account or the CafePress Service.

2.4 Minimum Website Requirements. Members of CafePress are eligible to participate in the Program, however, we reserve the right to close any member's Affiliate Account or Member Account at any time for any reason. We do not allow Affiliate Websites to participate in the Program that violate the CafePress Content Usage Policy.

2.5 State Residency Restrictions. You may not participate in the Program if you are a resident of Arkansas, Connecticut, Hawaii, Illinois, New York or Rhode Island.

3. **Your Affiliate Website**

3.1 The Use of Links from Your Affiliate Website. As a member of the Program, you may provide on your Affiliate Website one or more of the following types of links to the Website:

- o Product Links
- o Category Links
- o Search Box Links
- o General Link to [www.CafePress.com](http://www.CafePress.com) Home Page

We will provide you with guidelines and graphical artwork to use in linking to the Website. To permit accurate tracking, reporting, and commission fee calculation, we will provide you with special "tagged" link formats to be used in all links between your Affiliate Website and the Website. You must ensure that each of these links properly utilizes such special link formats. Links to the Website placed on your Affiliate Website pursuant to this Agreement and which properly utilize such special link formats are referred to as "Special Link(s)." You will only earn commission fees with respect to activity on the Website occurring directly through Special Links. We will not be liable to you with respect to any failure by you to use Special Links, including to the extent that such failure may result in any reduction of amounts which would otherwise be paid to you pursuant to this Agreement. You will, however, earn commission fees with respect to all product purchases through the Website once from that "Special" link.

3.2 Additional Restrictions. (a) You may not use any existing or future software products or services that (1) will replace, intercept, interfere, hinder, disrupt or otherwise alter in any manner the Website user's access, view or usage of, or other aspect of the user's experience at any CafePress Affiliate Websites in a manner that causes or otherwise results in a different experience from what was otherwise intended by CafePress Affiliates; or (2) will block, alter, direct, redirect, substitute, insert, append itself to, or otherwise intercept or interfere in any manner with any click through or other traffic-based transaction that originated from CafePress Affiliates with the result of reducing any compensation or other payment earned by or owing to CafePress Affiliates. (b) You may not purchase, register, or bid on any keywords, search terms or other identifiers that include the term "cafepress" or variations thereof (for example "cafepress", "cafe press", "CafePress.com", etc.) for use in any search engine, portal, sponsored advertising service or other search or referral service.

If CafePress determines, in its sole discretion, that you have engaged in any of the foregoing activities, we may (without limiting any other rights or remedies available to CafePress) withhold any referral fees otherwise payable to you under this Agreement and/or terminate this Agreement. (c) If you are a CafePress Designer, you cannot earn commissions as an Affiliate by linking to your own CafePress Shops or Products. CafePress Designers can only

earn commissions as an Affiliate by linking to the shops of other members or to the CafePress marketplace. If we determine, in our sole discretion, that you are abusing the system, we may (without limiting any other rights or remedies available to us) withdraw your participation and withhold any commission fees payable to you through the Affiliate Program.

3.3 Responsibility for Your Affiliate Website. You will be solely responsible for the development, operation, and maintenance of your Website and for all materials that appear on your Affiliate Website. For example, you will be solely responsible for:

- o The operation of your Affiliate website
- o Creating and posting any applicable Product descriptions on your Affiliate website and linking those descriptions to our catalog
- o The accuracy and appropriateness of materials posted on your Affiliate website
- o Ensuring that materials posted on your Affiliate website do not violate or infringe upon the rights of any third party
- o Ensuring that materials posted on your Affiliate website are not libelous or otherwise illegal

4. **Customers Purchasing via the Program**

4.1 Order Processing and Reporting. We will process Product orders placed by customers who follow Special Links from your Affiliate Website to the Website ("Customers"). We reserve the right to reject orders that do not comply with any requirements that we may periodically establish. We will be responsible for all aspects of order processing and fulfillment. Among other things, we will prepare order forms; process payments, cancellations, and returns; and handle Customer service. We will track sales made to Customers who purchase products using Special Links from your Affiliate Website to the Website and will make available to you reports summarizing this sales activity. The form, content, and frequency of the reports may vary from time to time at our discretion.

4.2 Policies and Pricing on the CafePress Website. Customers who buy products through this Program will be deemed to be our customers. Accordingly, all of our rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those Customers. We may change our rules, policies and operating procedures at any time. For example, we will determine the prices to be charged for any Products sold under this Program in accordance with our pricing policies. Product prices and availability may vary from time to time. Because price changes may affect products that you already have listed on your Affiliate Website, you may not include price information in your product descriptions. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular product.

5. **Commissions**

5.1 Commission Fees. We will pay you fees on certain Product sales to third parties. For a Product sale to be eligible to earn a fee, the Customer must follow a Special Link from your Affiliate Website to the Website, select and purchase the Product using our automated ordering system within sixty (60) days of the initial Customer session on the Website, accept delivery of the Product at the shipping destination, and remit full payment to us. Only if all of the above circumstances are met will you be eligible for a fee to be paid. Products that are eligible for earning fees in the Affiliate Program may change at any time with no notice to Affiliates.

5.2 Commission Fee Schedule. You will earn Affiliate commission fees based on "Net Qualifying Revenues" according to commission fee schedules established by us which as of today's date are as set forth below. "Qualifying Revenues" are base price revenues derived by us from our sale on our site of print-on-demand products such as apparel, prints or accessories. "Net Qualifying Revenues" do not include royalties, shipping & handling, gift-wrapping, taxes, and service charges. We pay monthly commissions of fifteen percent (15%) to Affiliates. Net Qualifying Revenues may only be generated in the Marketplace portion of the Website and no such revenues may be earned from the Shops portion of our site. Designers on the Website are not eligible for Affiliate commissions under this Affiliate Program. If we determine, in our sole discretion, that you are in violation of any rule of this Affiliate Program or of abusing the system in the manner as determined in our sole discretion, we may (without limiting any other rights or remedies available to us) withdraw your participation and withhold any commission fees payable to you for Affiliate Websites you recruit.

5.3 Commission Fee Payment. We will pay you commission fees on a monthly basis. Within sixty (60) days following the end of each calendar month, we will send you a check for the applicable commission fees earned on Net Qualifying Revenue generated during the applicable month, less any taxes on that Net Qualifying Revenue that we are required by law to withhold. However, if the commission fees payable to you for any month are less than \$50, we will hold those commission fees until the total amount due is at least \$50 or until this Agreement is terminated. If a Product that generated a commission fee is returned by the Customer, we will deduct the corresponding commission fee from your next monthly payment. If there is no subsequent payment, we will send you a bill for the commission fee.

5.4 Processing Fees. If CafePress owes you accrued compensation that is less than \$25 for at least 365 days, then we may send you payment of such accrued compensation minus a \$10 processing fee. If the amount of accrued compensation is under \$10 for at least 365 days, such amount will be used to cover our administrative costs and no payment will be made to you.

5.5 Charitable Contribution. Unless we otherwise agree in writing, we may remit any payment otherwise due to you as a contribution in your name to a 501(c)(3) charitable nonprofit organization of our choice (or any charity agreed upon in writing by you and CafePress) if: you fail to provide us with accurate and complete contact information; and (ii) the funds remain outstanding for more than twelve (12) months. If we make such a contribution, our obligation to you shall be reduced by the amount of that contribution.

5.6 Termination Fees. If you or we terminate your Affiliate Account, and you have less than \$25 in accrued but unpaid compensation then outstanding, CafePress may charge you a \$10 processing fee when sending you your final payment to cover its administrative costs.



6. **Identifying Yourself as an Affiliate**

6.1 All other Communications. You may not make any press release with respect to this Agreement or your participation in the Program without our prior written consent, which may be given or withheld in our sole discretion. You may not misrepresent the nature of your or any other participant's participation in the Program, and doing so may result in suspension or termination from the Program.

6.2 Other Website Promotion. If you engage in any of the prohibited activities noted below, you will be subject to immediate termination from the Program. a) Anti-Spamming Policy. You may not use "spam," "blast-faxes" or recorded telephone messages to market or sell Products. You may not spam or attempt to deliberately subvert the results of the CafePress directory or search engine with false, misleading, or unnecessarily repetitive information. b) Independence from CafePress. In all promotions, you must clearly represent yourself and your Website as entities independent from CafePress, our affiliated companies, the Website, and any of our affiliated companies' Websites, and you may not indicate in any way that we are "partners" or otherwise engaged in any business together other than the Program. In addition, you may not, in any manner, misrepresent or embellish the relationship between us, or express or imply any relationship or affiliation between CafePress and you or any other person or entity except as expressly permitted by this Agreement (including by expressing or implying that we support, sponsor, endorse or contribute money to any charity or other cause). c) General promotional guidelines and laws. We reserve the right at our sole discretion to modify the foregoing rules at any time. We reserve the right to take action against any person or entity that does not conform to these rules or any laws related to advertising or marketing on the Internet that may now exist or later arise.

7. **Limited Licenses**

7.1 CafePress License to You of Logo and Links. We grant you a nonexclusive, revocable right to use the graphic image and text described in Section 3.2(b) and such other images for which we grant express written permission, solely for the purpose of identifying your Affiliate Website as a Program participant and to assist in generating sales of Products. You may not modify the graphic image or text, or any other of our images, in any way. We reserve all of our rights in the graphic image and text, any other images, our trade names and trademarks, and all other intellectual property rights. We may revoke your license at any time by giving you written notice. In addition, we grant you a nonexclusive, worldwide right to reproduce and use all graphic images and other materials provided to you, solely for the purpose of creating Special Links connecting your Affiliate Website to the Website and promoting Products for sale. These product images must be served by the Website and cannot be used in any form other than the form provided by us.

7.2 License from You to CafePress of Your Images. As part of the Program, some members may choose to enable Customers to use selected images from their Affiliate Website, either owned by the member or licensed from a third party, for use with Products to be purchased by a Customer. If you choose to enable your Customers to use selected images from your Affiliate Website, either owned by you or licensed from a third party ("Images") to create and purchase Products, then you agree to abide by the following terms:

- a. Prohibited Images: You may not design, manufacture, market or sell a Product that is generally offensive or inappropriate for use with the Program, as determined by CafePress in its sole and absolute discretion. Please refer to our Content Usage Policy for information about how CafePress exercises such discretion. For example, but without limitation, you may not design, manufacture, market or sell a Product that CafePress believes: infringes the rights of a third party, including, without limitation, copyrights, trademarks, patents, trade secrets, and rights of privacy and publicity; (ii) is libelous, defamatory or slanderous; (iii) is obscene or pornographic; (iv) is designed to or does harass, threaten, or abuse others; or (v) violates any applicable law, rule, or regulation, including, without limitation, by exploiting images or the likeness of minors. While CafePress has no obligation to monitor the transactions or communications made through its Website, it reserves the right to cancel any such transaction or take any other action to restrict access to or the availability of any material that may be considered to be objectionable, without any liability to you or any third party.
- b. Limited License to Your Images: In making available any Images for upload to and use on the Website in connection with the Program, you grant to CafePress a royalty-free, worldwide, transferable, nonexclusive, right and license in such Images, in all media existing now or created in the future, to do what it deems reasonable: to permit you to use the Designer Service to design, manufacture, market and sell Products and (ii) to promote, market and advertise your Products, your Shop, or the CafePress Service generally. Without limitation, this promotion, marketing, or advertising may consist of: display of your Products, (ii) promotional "streams" of audio Images on the Website, and (iii) display of pages from book Products on the Website. CafePress. may sublicense the rights that you grant it in this Section to a third party subcontractor only for purposes of manufacturing Products sold through your Shop. This Section only gives CafePress the right to use your Images for the purposes stated above, and does not give CafePress ownership of any of your Images. Within thirty (30) days following termination of your Affiliate Account, CafePress will terminate its use of your Images.
- c. Ownership of And Use Rights to Your Images: You must have all necessary approvals and consents necessary for the use of the Images, and you must deliver copies of those approvals and consents to CafePress if CafePress requests them. In all events, you, and not CafePress, will be responsible for the payment of all royalties or similar payments that are or may become due to any third party, such as all payments under licenses for third-party material in the Images, in connection with the use of Images under this Program.

8. **Fraud**

Fraud; No Special Incentives. You may not participate in any scheme that would be deemed fraud, credit card fraud or an attempt to purchase Products from the Website with an intent to defraud, nor may you assist any third parties in doing so, whether successful in such efforts or not. You may not, directly or indirectly, offer any person or entity any consideration or incentive (including, without limitation, monetary payments or discounts) for using Special Links on your Affiliate Website to access the Website (e.g., by implementing any "rewards" program for persons or entities who use Special Links on your Affiliate Website to access the Website) for any reason, either to purchase Products, to become an Affiliate, or otherwise. If we determine, in our sole discretion, that you have offered any person or entity any such consideration or incentive, we may (without limiting any other rights or remedies available to us) withhold any commission fees otherwise payable to you under this Agreement and/or terminate this Agreement.

9. **Indemnification**

As you are bound by the Terms of Service in participating in the Program, you agree to indemnify, defend and hold harmless CafePress for any claim arising out of, relating to, or concerning your alleged breach of this Agreement, the Terms of Service in participating in the Program or any other agreement you may have with us. You also agree that covered claims under this indemnity obligation shall include (a) any claim that our use of any



images provided via your Website infringes on any trademark, trade name, service mark, copyright, license, right of publicity, or other proprietary right of any third party, (b) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (c) any claim related to your Affiliate Website, including, without limitation, content therein not attributable to CafePress.

10. **Term and Termination**

10.1 Term. The "Term" of this Agreement will begin upon your acceptance of the terms and conditions set forth in this Agreement and your placement of our banner or textual link on your Affiliate Website and will end when terminated by either party.

10.2 Termination. In its sole discretion, with or without notice to you, CafePress may terminate your participation in the Program, and terminate your Affiliate Account.

10.3 Your Termination. You may terminate your Affiliate Account for any reason at any time by emailing [affiliatesales@cafepress.com](mailto:affiliatesales@cafepress.com).

10.4 Effect of Termination. You can only earn referral fees on sales of Qualifying Products occurring during the Term, and commission fees earned through the date of termination will remain payable only if the related orders are not canceled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your Affiliate Website, all links to the Website, product images from our database, and all CafePress trademarks, trade dress and logos, and all other materials provided by or on behalf of CafePress to you pursuant hereto or in connection with the Program.

**Why Sign Up?**

- Generous commissions (up to 15%)
- 700 million products to choose from
- Easy-to-use affiliate program
- Daily reporting + interface mgmt
- Free to join the program
- Handy widgets to enhance revenues

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# CafePress Ordering Policy

**Satisfaction Guarantee**

Shop from home with the comfort of knowing your order is backed by a 100% Money Back Guarantee. This 30-Day Guarantee gives you plenty of time to check items for color, high-quality, and size for yourself, family and friends. If for any reason you need to return or exchange an item, just contact our [Customer Service](#) department and you're done!

**Changing an Order**

If you need to cancel your order, contact [Customer Service](#). Please include the order number to ensure accuracy.

If you have already completed an order and wish to add an additional item to your order or need to change an existing item on your order, you will need to cancel your initial order and place a new order. Contact [Customer Service](#) for assistance. Please include the order number to ensure accuracy.

*Please note, if your order has already been processed, you may not be able to cancel or modify it.*

Order Status

Check the status of any of your orders by visiting our [Order Status](#) page. This is the easiest and fastest way to get the most current information regarding your order.

When you click on [Order Status](#), you will be prompted to sign in with your email address and password. An order summary page will provide you with detailed information about your current or past orders. If your order has not begun processing you may modify or cancel your order from this page.

If your order has been shipped with a traceable method, you may track it using links provided in your order detail. It may take up to one (1) business day for your information to be posted on the carrier's website.

Phone Orders

Don't feel comfortable ordering products online? No problem! CafePress.com accepts orders over the phone.

To order by phone, please call us toll-free at 1-877-809-1659 during our customer service hours. Before calling, please note the Product ID (PID) of the items you wish to order. To find the Product ID, simply click on the item you wish to order and locate the Product ID in the product details.

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Get Exclusive Offers:

Email Address

- ☐ By checking this box I certify that as of today I am at least 13 years of age
- ☐ I agree to use the CafePress.com service in accordance with the [Terms of Service](#) and [Content Usage Policy](#).

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