



All In Poker Cloth User Agreement and Terms and Conditions of Sale

THE FOLLOWING DESCRIBES THE TERMS ON WHICH ALL IN POKER CLOTH OFFERS YOU ACCESS TO OUR SERVICES:

This User Agreement (“Agreement”) is a contract between you and ALL IN POKER CLOTH and applies to your use of the All In Poker Cloth website and the purchase of any related products and services available through www.allinpokercloth.com (collectively the “Service” or “Services”). If you do not agree to be bound by the terms and conditions of this Agreement, please do not use or access our Services.

In this Agreement, “you” or “your” means any person or entity using the Service (“Users” and/or “Buyers”). Unless otherwise stated, “All In Poker Cloth,” “we” “us” or “our” will refer collectively to All In Poker Cloth, its parent(s), subsidiaries, affiliates, officers, directors and employees, as appropriate.

You must read, agree with, and accept all of the terms and conditions contained in this Agreement and the Privacy Policy, which include those terms and conditions expressly set out below and those incorporated by reference, before you use the services of All In Poker Cloth. We strongly recommend that, as you read this Agreement, you also access and read the information contained in any other pages and websites referred to in this document, as they may contain further terms and conditions that apply to you. Please note: underlined words and phrases are links to these pages and websites. By accepting this Agreement, you also agree that your use of our Services will be governed by the terms and conditions posted herein. You are encouraged to continually review this Agreement to stay abreast of any changes.

This Agreement was last modified on August 30, 2006.

We may amend this Agreement at any time by posting the amended terms on our site. Except as stated below, all amended terms shall be effective immediately upon posting on our site.

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Shipping Policy

We typically ship out using standard ground UPS or FedEx, but we can accommodate most requests for overnight shipping. We will provide you with a tracking number once the product is shipped to you. We will ship to many parts of the world, but please email us to request a quote first.

Please allow 3-4 weeks from the time that your final artwork is approved and the invoice is paid until the product reaches its final destination.



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No Warranty, No Returns

We take great pride in the product that we sell – custom-printed poker table cloth – but because these products are all highly-customized by and for each individual customer, we regret that we cannot offer any refunds or returns once the customer has given final approval to the artwork submitted for printing. All sales are final.

Also, because the artwork used to print the custom poker cloth is supplied by the customer, our lawyers say that we have to include the following disclaimers:

WE, OUR PARENT(S), SUBSIDIARIES, EMPLOYEES AND OUR SUPPLIERS PROVIDE OUR SERVICES "AS IS," "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE, OUR PARENT, SUBSIDIARIES, EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.

Limitation of Liability

IN NO EVENT SHALL WE, OUR PARENT(S), SUBSIDIARIES, EMPLOYEES OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEB SITE, OUR SERVICE, OUR PRODUCT(S) OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE).

Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

OUR LIABILITY, AND THE LIABILITY OF OUR PARENT(S), SUBSIDIARIES, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO \$100.00.

Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.



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Indemnification

You agree to indemnify and hold All In Poker Cloth, its parent(s), subsidiaries, affiliates, officers, directors and employees harmless from any claim or demand (including attorneys' fees and court costs) made or incurred by you or any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party relating to your use of the Service.

Product Legality

The laws that determine the legality of the products offered on this website are as various as the states and the cities from which our customers place their orders. It is your responsibility to determine which products are legal in your jurisdiction. You shall comply with all applicable U.S. and international laws, statutes, ordinances, regulations, contracts and applicable licenses regarding your use of our Services.

Restricted Activities

"Your Information" is defined as any information you provide to us or other users in the registration, ordering, purchase, & payment processes, or other features of our Service. You are solely responsible for Your Information.

By your use of the Service, you certify that Your Information, including any information and/or custom images that you provide to us, does not and shall not: (a) be false, inaccurate or misleading; (b) be fraudulent or involve the sale of counterfeit or stolen items; (c) infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy; (d) violate any law, statute, ordinance, contract or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, antidiscrimination, or false advertising); (e) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) be obscene or contain child pornography; (g) contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information; or (h) create liability for us or cause us to lose (in whole or in part) the services of our ISP's or other suppliers.

License

Solely to enable us to use the information you supply us with, so that we are not violating any rights you might have in that information, you agree to grant us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in Your Information, including images of any Product(s) that you order from us, in any media now known or not currently known, with respect to Your Information. We will use and protect Your Information in accordance with our stated Privacy Policy above.



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Legal Disputes

In the event a dispute arises between you and All In Poker Cloth, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and All In Poker Cloth agree that any controversy or claim at law or equity that arises out of this Agreement or All In Poker Cloth services ("Claims") shall be resolved in accordance with one of the subsections below, or as otherwise mutually agreed upon in writing by the parties. Before resorting to these alternatives, All In Poker Cloth strongly encourages users first to contact All In Poker Cloth directly to seek a resolution. All In Poker Cloth will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation, as an alternative to litigation.

Arbitration

For any Claim (excluding Claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, you or All In Poker Cloth may elect to resolve the dispute through binding arbitration conducted by telephone, on-line, and/or based solely upon written submissions where no in-person appearance is required. In such cases, the arbitration shall be administered by the American Arbitration Association or JAMS, in accordance with their applicable rules, or any other established ADR provider mutually agreed upon by the parties. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Jurisdiction & Venue

Alternatively, any Claims may be adjudicated by a court of competent jurisdiction located in Sacramento County, California. You and All In Poker Cloth agree to submit to the personal jurisdiction of the courts located within the county of Sacramento, California, USA.

Alternative Dispute Resolution

All In Poker Cloth will consider use of other alternative forms of dispute resolution, such as binding arbitration to be held in Sacramento County, California or another location mutually agreed upon by the parties.