

Terms of Service

Customer acknowledgement:

I have verified that spelling and content are correct. I am satisfied with the document layout. I understand that my document will print EXACTLY as it appears here, that I cannot make any changes once my order is placed and that I assume all responsibility for typographical errors. By submitting my order to CDN Printing I agree to the CDN Printing Terms and Conditions set out below.

CDN Printing Terms and Conditions:

IMPORTANT NOTICE

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY. BY ACCESSING THIS WEB-SITE YOU AGREE TO BE BOUND BY THE TERMS & CONDITIONS STATED BELOW. IF YOU DO NOT AGREE TO THE TERMS & CONDITIONS STATED BELOW, PLEASE DO NOT ACCESS THIS WEB-SITE. CDN Printing RESERVES THE RIGHT TO CHANGE, MODIFY OR AMEND THESE TERMS AND CONDITIONS WITHOUT ANY NOTICE.

1. ORDER APPROVAL

Customer is fully responsible for final proof and layout approval prior to the printing process. CDN Printing is NOT LIABLE for errors in a final product caused by any of the following reasons: Misspelling, Graphics, Bleeds, Grammar, Damage Fonts, Punctuation, Wrong cuts, Incorrect or Missing Folds, Finished Product Size

2. COPYRIGHT

All material used/found in this Website or used in production of your order is subject to Copyright. All rights are reserved worldwide. It is strictly prohibited to redistribute, copy or republish any of the material and software contained on the CDN Printing web site and/or its subsidiaries (referred to herein as CDN Printing) or the copyrighted property of parties from whom CDN Printing has licensed such property. The Customer (sometimes referred to for convenience as "you") may not place or reproduce any trademarks, service marks, or logos that are not owned by you or licensed to you onto materials and merchandise to be printed via the CDN Printing Service. Words, names, and designs used to identify services or products are considered trademarks, service marks, and/or logos. The same policy is applicable for copyrights. You cannot use unlicensed copyrighted materials from photographers, artists, publishers, composers, writers, and other authors of original works. The copyright owner's exclusive rights prohibit the reproduction of any original work. CDN Printing policy also states that you cannot use explicit language or pornography on printed materials and merchandise.

3. CUSTOMER CONTENT

All information, data, text, photographs, graphics, messages or other materials supplied by the customer ("Content") are the sole responsibility of the customer.

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content, you agree to not use the Service to send, upload, post or otherwise transmit any Content that contains (i) child pornography or anything indecent, obscene, lewd, lascivious, filthy or vile; (ii) a threat to kidnap or injure a person, a threat to injure the personal property or reputation of another person, a threat to accuse any person of a crime, a threat to inform another that a person has violated any law of Canada or the United States, or a threat of blackmail; (iii) any matter advocating or urging treason, insurrection, or forcible resistance to any law of Canada or the United States; (iv) any defamatory remarks directed at any other person or company; or (v) any content that infringes the intellectual property rights or other proprietary rights of CDN Printing or any third party. CDN Printing does not control the Content posted by Customers and does not guarantee the accuracy, integrity or quality of the Content. Under no circumstances will CDN Printing be liable to you in any way for any Content you may be exposed to that you may find offensive, indecent or objectionable. Products and services, are provided for your personal use only. You agree to abide by these terms of service and not to use these products and services or related messages for any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation. You agree that you are responsible for protecting your password and controlling access to your registered account. You agree that you will be responsible for all orders placed or other actions that are taken through your registered account.

You acknowledge that CDN Printing does not pre-screen Content, but that CDN Printing and its affiliates shall have the right (but not the obligation) in their sole discretion to remove any Content that violates the terms of service or may otherwise be objectionable. You further acknowledge and agree that CDN Printing may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the terms of service; (c) respond to claims that the Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of CDN Printing, its users and the public.

4. GOVERNING LAW

CDN Printing is a division of 1726374 Ontario Inc. and is based in Ontario. Any legal action or proceeding relating to or arising from your access to or use of this Site shall be instituted in Ontario. You agree to submit to the jurisdiction of Ontario courts and agree that venue in these courts is proper in any such legal action or proceeding.

5. LIMITATION OF LIABILITY

In no event shall CDN Printing or its licensors, suppliers, or vendors, their officers, directors, employees, or agents, be liable for any special, incidental, indirect, or consequential damages of any kind, or for any damages whatsoever resulting from loss of use, data or profits, whether or not CDN Printing has been advised of possibility of the damage, arising out of or in connection with the use or performance of the site or of failure to provide services that you order from CDN Printing or its affiliates, including without limitation, damages arising from mistake, omission, virus, delay, or interruption of service. In no event shall CDN Printing be liable or responsible for any damages or consequences arising from or related to your inappropriate or unauthorized use of the site or its content.

6. INDEMNITY

You agree that you shall indemnify and defend CDN Printing and all parties from whom CDN Printing has licensed portions of Content, and their directors, officers, and employees, against all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses arising out of or related to (i) your breach of these Terms of Use or (ii) any suit, claim, or demand arising from or relating to any text, photograph, image, graphic or other material you incorporated into Products.

7. CUSTOMER SUBMITTED ARTWORK OR GRAPHICS

All artwork or designs and images must be provided in CMYK format. CDN Printing is not responsible for any color shift that occurs in conversions from RGB to CMYK color modes. All artwork, designs and images must be provided in minimum of 300 DPI and CMYK color mode. CDN Printing is not responsible for images printed as fuzzy, distorted or pixilated due to customer provided artwork. Additional fees may apply for the files larger than 30MB.

8. COLOR PROOFING & MATCHING

CDN Printing is not liable for color matching or ink density on screen proofs approved by the customers. Screen proofs will predict design layout, text accuracy, image proportion and placement, but not color or density. While CDN Printing will try its best to match the gradient density of each color, CDN Printing is not liable for the final appearance of a color. Application of UV Coating may effect or change the appearance of the printed colors. CDN Printing is not liable for the final color appearance of a UV product/s.

9. ENVELOPES AND LETTERHEADS PAPER EFFECT IN COLOR.

Please note that because our letterhead and envelope paper stock is "uncoated", we recommend you not use colors with high color density. By this we mean dark colors (black, purple, blue, brown, etc). Dark colors tend to get soaked into the paper if their color values are too high. For best results, use light colors.

10. ORDER CANCELLATION

Orders are eligible for cancellation upon request via email until the earlier of 8 hours order or commencement of production, subject to applicable cancellation charges. A credit voucher is issued with a value equal to the cancelled job(s). The voucher will expire six months after initial activation. If job is cancelled charges for any labor hours (proof, graphics design, etc.) or administrative fees (credit cards fees, etc.) will be subtracted from your voucher. Minimum cancellation charge is \$50 plus any credit card charges. Once the order has been placed successfully, No Refunds are issued for the Logo, and Graphic design services.

11. RETURNS AND REFUNDS

Since each order is unique to customer and has no re-sale value, All Sales Are Final. If we verify that we made an error, we will re-print the order. No Refunds or Credit. Customer must notify CDN Printing within 5 business days of order acceptance to notify any defects discovered in the ordered product failing which Customer is deemed satisfied with the product. Where replacement is appropriate, Customer must first return 100% of the received product within 15 days (on their own expense) from the time when the ordered product delivery was taken. All charges related to expedite printing (Rush Printing or Shipping) are NOT REFUNDABLE, including for those orders that are returned for any reason.

12. ORDER SHIPPING AND DELIVERY

While CDN Printing will use reasonable efforts to prevent delay of delivery schedules, in no case shall CDN Printing be liable for any consequential or damages resulting from any delay in shipment or delivery. Orders are F.O.B. the CDN Printing Plant, and customer shall have recourse only to its selected courier for any shipping issues. CDN Printing shall not be liable for delays in shipments caused by weather conditions, shipping company delays, international customs issues or any other circumstances. Unexpected equipment failure, malfunction and or technical problems may delay the printing process. In case of delay caused by technical difficulty, rush charges/fees will be refunded or waived where applicable. However, technical difficulty will not be the grounds for order cancellation. Shipping rates for high quantity products depend on the customers access to a shipping dock and forklift, otherwise additional charges may apply.

13. CUSTOMER SUPPLIED INCORRECT ADDRESS

When a package is returned to CDN Printing due to an error made by the customer in submitting the proper shipping address, CDN Printing will reship the package with corrected address and charge an additional shipping fee for the shipment.

14. CREDIT CARD CHARGES

Order exceeding \$200 or greater may require an authorization form and copy of credit card and Driving license. CDN Printing reserves the right to refuse service without disclosing a reason. Completing any online order or proof forms is like completing them physically and signing them physically.

15. Links to Third Party Sites:

The links throughout this site may let you leave CDN Printing's site. The linked sites are not under the control of CDN Printing and CDN Printing is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. CDN Printing is not responsible for webcasting or any other form of transmission received from any linked site. CDN Printing is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by CDN Printing of the site.

16. Color Matching

Because of differences in equipment, paper and inks and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is expected, unavoidable and shall constitute an acceptable delivery. CDN Printing will make every effort to produce a reasonable representation based on materials supplied by the customer; however, CDN Printing does not guarantee color matching. Unfortunately time to time there is a misrepresentation of color due to soft proofing because of calibration of one monitor to another.

17. Overruns and Underruns

Overruns and underruns not to exceed 10% of quantity ordered shall constitute an acceptable delivery.

18. Indemnification

The customer affirms ownership or publication rights to all artwork, photos and other materials submitted for printing and agrees to indemnify and hold harmless CDN Printing from any and all loss, cost, expense and damages on account of any and all manner of claims, demands, actions and proceeding that may be instituted against CDN Printing on grounds that printing violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous, or invades any persons right to privacy or other personal right, except to the extent that CDN Printing contributed to the matter. The customer agrees to, at the customer's own expense, promptly defend and continue the defense of any such claim, demand, action or proceeding, that may be brought against CDN Printing provided that CDN Printing shall promptly notify the customer with respect thereto.

19. Refund policy

Printed material which need to be refunded must be shipped back to CDN Printing.com at customer's expense. Our quality control department needs to inspect and verify that complaint is valid.