

Terms of Use

1. Acceptance of Terms and Conditions

(a) ComGraf, LLC (ComGraf) provides online shopping services ("the Service") subject to the following terms and conditions of service ("User Agreement"). By using the Service in any manner, including if you visit or shop at the CTLegalARs.com website, you agree to comply with all terms and conditions of this User Agreement. In addition, when using the Service, you agree to abide by all posted guidelines.

(b) ComGraf reserves the right, at its sole discretion, to change, modify or otherwise alter the terms and conditions of this User Agreement and the Service at any time. ComGraf reserves the right to offer other services which are governed by different terms and conditions from those contained herein. The changes will become effective immediately upon posting of the changes. You must review this User Agreement on a regular basis to keep yourself informed of any changes. The most recent version of the User Agreement is available at: www.CTLegalARs.com

(c) You consent to receive communications from ComGraf electronically. You agree that all agreements, notices, disclosures and other communications sent to you electronically satisfy any legal requirements that such communications be in writing.

2. Content

(a) You understand and agree that all postings, messages, text, files, images, photos, video, sounds or other materials posted on, transmitted through or linked from the Service (collectively, the "Content"), are the sole responsibility of the person originating such Content. You also understand and agree that:

(i) the CTLegalARs.com site and Content available through the Service may contain links to other websites which are completely independent of ComGraf and ComGraf makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such site;

(ii) your linking to any such other websites is at your own risk;

(iii) you bear all risks associated with use of any Content and under no circumstances will ComGraf be liable for any loss or damage of any kind incurred from the use of any Content posted, emailed or otherwise made available through the Service; and

(iv) ComGraf does not pre-screen or approve Content but ComGraf shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content for any reason.

(b) All product names, trademarks, service marks or other images exhibited through the Service are either the property of, or used with permission by, ComGraf and the use thereof without the express written consent of the owner(s) thereof is strictly prohibited. All other product names exhibited through the Service may be trademarks or service marks of other persons.

3. Third Party Content, Sites and Services

(a) The ComGraf site and Content available through the Service may contain features and functionalities that may link or provide you with access to third party content which is

completely independent of ComGraf including web sites, servers, networks, systems, information, databases, applications, software, programs, products or services and general access to the Internet.

(b) Your interactions with third parties (the "Third Parties") including payment and delivery of goods or services and any other terms, conditions, warranties or representations associated with such Third Party dealings are solely between you and the Third Parties. You must make all appropriate investigations before proceeding with any online or offline transaction with any Third Party. COMGRAF does not investigate, certify or approve any Third Party or other user of the Service.

(c) COMGRAF shall not be responsible or liable for any loss, damage, cost or expense of any type whatsoever incurred as the result of any dealings or other interactions with Third Parties. If you have any dispute with a Third Party, you agree that COMGRAF is not obligated be involved in the dispute and you hereby release and hold COMGRAF, its officers, employees, agents and successors harmless from claims, demands and damages (actual and consequential) of every kind whatsoever, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes or the Service.

4. Registration and Account Obligations

(a) As a condition precedent to your use of the Service, you warrant and represent that you are not a minor, are of legal age to form a binding contract and are not barred by law from using the Service. You further warrant, represent and agree to: (i) provide true, accurate, current and complete information in your registration to use the Service and (ii) maintain and promptly update such registration information to keep it true, accurate, correct and complete. Any violation of the foregoing warranties, representations or agreements may result in suspension or termination of your privileges to access and use the Service.

(b) If you use the Service, you are solely responsible for maintaining the confidentiality of your account and for restricting access to your computer. You also agree that you are responsible for all activities that occur under your account. If you are under 18, you may use the Service only with involvement of your parent or guardian. COMGRAF reserves the right to refuse service, terminate accounts, remove or edit content or cancel orders in its sole discretion.

5. Privacy and Information Disclosure

(a) COMGRAF has established a Privacy Policy to explain to users how their information is collected and used which is listed elsewhere on this site.

(b) Your use of the COMGRAF website or the Service constitutes your acceptance and agreement to our Privacy Policy. COMGRAF may, in its sole discretion, preserve or disclose your Content as well as your information such as email addresses, IP addresses, timestamps and other user information if required by law or in the good faith belief that such preservation or disclosure is reasonably necessary or appropriate including, without limitation, disclosure to:

(i) comply with legal process;

(ii) enforce or comply with this User Agreement;

(iii) respond to claims that any Content violates the rights of Third Parties;

(iv) respond to claims that contact information (e.g. phone number, street address) of a Third Party has been posted or transmitted without their consent or as a form of harassment; or
(v) protect the rights, property or safety of COMGRAF or the site users.

6. Risk of Loss

All items purchased from COMGRAF are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon delivery to the carrier.

7. Product Descriptions

COMGRAF does its best to accurately represent the merchandise through photo, price and copy. Occasionally we make mistakes, if such a mistake should occur; your order will be corrected as the facts dictate. We are not liable for errors in pricing, pictures, or descriptions.

8. Pricing

COMGRAF does our best to price our products at market value. As the market changes so does our pricing. We are not obligated to honor a price that is in print or an error. We reserve the right to adjust product prices as dictated by the market.

9. No Spam Policy

Sending unsolicited email advertisements through COMGRAF's computer systems or the Service is expressly prohibited by this User Agreement. Any unauthorized use of COMGRAF's computer systems is a violation of this User Agreement and federal and state laws, including without limitation, the Computer Fraud and Abuse Act (18 U.S.C. A, §§ 1030 et seq.). Such violations may subject the sender and his agents to civil and criminal penalties.

10. Limitations on Service

COMGRAF may establish limits from time to time concerning use of the Service including, without limitation, the maximum number of days that Content will be retained by the Service. COMGRAF has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. COMGRAF reserves the right at any time to modify or discontinue the Service (or any part thereof), with or without notice, and COMGRAF shall not be liable to you or to any Third Party for any modification, suspension or discontinuance of the Service.

11. Access to the Service

COMGRAF grants you a limited, revocable, nonexclusive license to access the Service for your own personal use. This license does not include (a) access to the Service by posting agents or (b) any collection, aggregation, copying, duplication, display or derivative use of the Service nor any use of data mining, robots, spiders or similar data gathering or extraction tools for any purpose unless expressly approved in writing by COMGRAF.

12. Termination of Service

COMGRAF, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of the Service (or any part thereof), immediately and without notice, and remove and discard any Content within the Service for any reason, including, without limitation, if COMGRAF believes that you have violated this User Agreement. Further, COMGRAF shall not be liable to you or any Third Party for any termination of your access to the Service.

13. Proprietary Rights

The Service is protected by copyright laws and international treaties. Content displayed on or through the Service is protected by copyright as a collective work or compilation pursuant to copyrights laws and international conventions. Any reproduction, modification, creation of derivative works from or redistribution of the site or the collective work or copying or reproducing the sites or any portion thereof to any other server or location for further reproduction or redistribution is prohibited without the express written consent of COMGRAF. You shall not reproduce, duplicate or copy Content from the Service without the express written consent of COMGRAF and you agree to abide by any and all copyright notices displayed on the Service. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Service. Without limiting the foregoing, you shall not reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Service.

14. Notification of Infringement Claims

If you believe that your intellectual property has been unlawfully copied or any Content otherwise infringes your intellectual property rights, please notify us in writing immediately.

15. Disclaimer of Warranties

YOU AGREE THAT USE OF THE COMGRAF SITE AND THE SERVICE IS ENTIRELY AT YOUR OWN RISK. THE COMGRAF SITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, COMGRAF DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY AND PERFORMANCE OF THE COMGRAF SITE AND THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, COMGRAF DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE COMGRAF SITE OR SERVICE OR ACCESSED THROUGH ANY LINKS ON THE COMGRAF SITE. TO THE FULLEST EXTENT PERMITTED BY LAW, COMGRAF DISCLAIMS ANY

WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE COMGRAF SITE OR THE SERVICE. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you.

16. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL COMGRAF BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF COMGRAF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM ANY ASPECT OF YOUR USE OF THE COMGRAF SITE OR THE SERVICE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE COMGRAF SITE OR THE SERVICE, FROM INABILITY TO USE THE COMGRAF SITE OR THE SERVICE OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION OR TERMINATION OF THE COMGRAF SITE OR THE SERVICE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE COMGRAF SITE OR THE SERVICE OR ANY LINKS ON THE COMGRAF SITE AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE COMGRAF SITE OR THE SERVICE OR ANY LINKS ON THE COMGRAF SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you.

17. Indemnity

YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD COMGRAF, ITS OFFICERS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, DIRECTORS, OFFICERS, AGENTS, SERVICE PROVIDERS, SUPPLIERS AND EMPLOYEES, HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING ATTORNEY FEES, COURT COSTS AND OTHER LEGAL DISBURSEMENTS AND EXPENSES ARISING FROM OR RELATED TO, DIRECTLY OR INDIRECTLY, YOUR USE OF THE SERVICE, YOUR VIOLATION OF THIS USER AGREEMENT, YOUR BREACH OF ANY OF THE REPRESENTATIONS AND WARRANTIES HEREIN OR YOUR VIOLATION OF ANY RIGHTS OF, OR DUTIES OWED TO, ANY THIRD PARTY.

18. Resolution of Disputes

You and COMGRAF agree that we will resolve any claim or controversy that arises out of this User Agreement, the Service or any sales transaction (a "Claim") in accordance with one of the procedures described below. We strongly encourage you to first contact us directly by email to seek a resolution of the Claim.

(a) COMGRAF AND YOU HEREBY AGREE TO SUBMIT TO THE PERSONAL AND EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE STATE OF CONNECTICUT AND VENUE SHALL BE PROPER IN NEW HAVEN COUNTY.

(b) For any Claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$5,000, COMGRAF or you may elect to resolve the dispute through binding non-appearance arbitration. If a party elects arbitration, it shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider

mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules:

- (i) the arbitration shall be conducted by telephone, online or be solely based on written submissions and the specific manner shall be chosen by the party initiating the arbitration;
- (ii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties;
- (iii) the arbitration shall be conducted by a single arbitrator; and
- (iv) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

19. General

- (a) This User Agreement contains the entire agreement between COMGRAF and you and governs your use of the Service and all transactions or other matters between COMGRAF and you, superseding any prior agreements between COMGRAF and you.
- (b) This User Agreement and the relationship between COMGRAF and you shall be governed by the laws of the State of Connecticut without regard to its conflict of law provisions.
- (c) The failure of COMGRAF to exercise or enforce any right or provision of this User Agreement in any instance shall not constitute a waiver of such right or provision.
- (d) If any provision of this User Agreement is found by a court of competent jurisdiction to be invalid, such invalid provision shall be fully severable and the other provisions of this User Agreement shall remain in full force and effect.
- (e) Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this User Agreement must be filed within one year after such claim or cause of action arose or accrued or be forever barred.

20. Copyright Notice

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21. Disclaimer Liability

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