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### **Privacy**

Please review our Privacy Policy, which also governs your visit to 1st Day School Supplies, LLC, to understand our practices.

### **Electronic Communications**

When you visit 1st Day School Supplies, LLC or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

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### **Your Account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. 1st Day School Supplies, LLC does sell products for children, but it sells them to adults, who can purchase with a credit card. If you are under 18, you may use 1st Day School Supplies, LLC only with involvement of a parent or guardian. 1st Day School Supplies, LLC and its affiliates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

### **User Conduct**

In using this Site, you agree to not submit, design, upload, generate or create any products with language, words, text, phrases, or slogans including but not limited to text, data, photos, graphics, or any of these elements as a design for products available on this Site or otherwise ("Content") that are unlawful, harmful, threatening, abusive, vulgar, harassing, defamatory, obscene, pornographic, indecent, inflammatory, libelous, tortious, hateful, or racially, ethnically or otherwise objectionable, or invasive of another's rights including but not limited to rights of celebrity, privacy and intellectual property.

You acknowledge that 1st Day School Supplies, LLC does not pre-screen submitted Content, but that 1st Day School Supplies, LLC and its designees shall have the right (but not the obligation) in their sole discretion to reject or remove any Content that is available via the Site or placed as an order for production. Upon placing your order, you acknowledge that 1st Day School Supplies, LLC may review your order, and the Content it contains, for adherence to our guidelines and compliance with the terms and conditions set forth in this User Agreement. Without limiting the foregoing, 1st Day School Supplies, LLC and its designees shall have the right to remove any Content that violates the Agreement or is otherwise objectionable to 1st

Day School Supplies, LLC. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content, created by or submitted to, 1st Day School Supplies, LLC. You acknowledge and agree that you are responsible for the creation and compilation of your Content, and that neither 1st Day School Supplies, LLC nor any other party involved with the production of any product incorporating such Content, including but not limited to, sports apparel, assumes that responsibility. 1st Day School Supplies, LLC's production of any product depicting your Content, including but not limited to sports apparel, does not indicate that 1st Day School Supplies, LLC approves of the Content, that the Content obeys all applicable laws, or that you are absolved of any liability or harm arising from the use of the Content.

You acknowledge that all content uploaded or submitted to this site such as text, graphics, logos, designs, images, and audio clips are the property of 1st Day School Supplies, LLC.

You acknowledge and agree that 1st Day School Supplies, LLC 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: (i) comply with legal process; (ii) enforce the Agreement; (iii) respond to claims that any Content violates the rights of third-parties; or (iv) protect the rights, property, or personal safety of 1st Day School Supplies, LLC, its users and the public.

You understand that the technical processing and operation of the Site, including your Content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connection networks or devices.

In addition, you agree that you are solely responsible for actions and communications undertaken or transmitted under your account. 1st Day School Supplies, LLC takes no responsibility and assumes no liability for any Content uploaded or otherwise transmitted by or to you or by or to any third-party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, infringement, obscenity, pornography or profanity you or a third party may encounter. 1st Day School Supplies, LLC reserves the right but not the obligation to remove any materials it deems objectionable. You hereby agree to waive any claims against 1st Day School Supplies, LLC and its affiliates, contractors, agents and employees for losses, damages and injuries which are based on or relate to communications or materials made available to the Site or posted on the Site by persons other than 1st Day School Supplies, LLC or its affiliates. You hereby agree to indemnify 1st Day School Supplies, LLC and its affiliates from all claims and expenses, including reasonable attorney's fees, which claims are based on or arise from your violation of any of the provisions of this User Agreement. You acknowledge and agree that you will use this Site and any products, including without limitation, sports apparel, ordered on this Site at all times in accordance with all applicable United States federal, state and local laws, statutes, regulations and ordinances and will not take any action that harms or violates the rights of any person or entity.

### **Product Descriptions**

1st Day School Supplies, LLC and its affiliates attempt to be as accurate as possible. However, 1st Day School Supplies, LLC does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free.

### **Pricing Policy**

Despite our best efforts, a small number of the items in our store may be mispriced. If we discover a mispricing, we will do one of the following:

- If an item's correct price is lower than our stated price, we will charge the lower amount and ship you the item.
- If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

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### **Applicable Law**

By visiting 1st Day School Supplies, LLC, you agree that the laws of the State of Ohio, without regard to principles of conflict of laws, will govern this User Agreement and any dispute of any sort that might arise between you and 1st Day School Supplies, LLC or its affiliates.

### **Disputes**

Any dispute relating in any way to your visit to 1st Day School Supplies, LLC or to products you purchase through 1st Day School Supplies, LLC shall be submitted to confidential arbitration in Medina, Ohio, except that, to the extent you have in any manner violated or threatened to violate 1st Day School Supplies, LLC's intellectual property rights, 1st Day School Supplies, LLC may seek injunctive or other appropriate relief in any state or federal court in the state of Ohio, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

### **Modification and Severability**

These policies also govern your visit to 1st Day School Supplies, LLC. We reserve the right to make changes to our site, policies, and this User Agreement at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

### **Address:**

1st Day School Supplies, LLC Legal Department  
4660 Ohio Avenue South #A  
Medina, WA 98134  
Telephone: (206) 876-2800

Pursuant to Title 17, United States Code, Section 512(c)(3), a notification of claimed infringement related to 1st Day School Supplies, LLC must be a written communication addressed to the designated agent as set forth above, and must include substantially all of the following: • A physical or electronic signature of the owner (or person authorized to act on behalf of the owner) of an exclusive right that is allegedly infringed; • Specific identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works are covered by a single notification, a list of each copyrighted work claimed to have been infringed; • Information related to the work(s) reasonably sufficient for 1st Day School Supplies, LLC to promptly locate the work (e.g. title of work, location within the 1st Day School Supplies, LLC web site, etc.); • Information reasonably sufficient to permit 1st Day School Supplies, LLC to directly contact the complaining party, such as a complete name and address, telephone number, and an email address; • A statement that the complaining party has a good faith belief that use of the work(s) in the manner complained of is not authorized by the copyright owner, its agent, or the law; • A statement requesting that 1st Day School Supplies, LLC take a specific act with respect to the alleged infringement (e.g., removal, access restricted or disabled); and • A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.