

Terms of Use

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Vistaprint Canada Corporation – General Terms of Use

Please read our Vistaprint General Terms of Use carefully. These General Terms of Use govern your access, use and orders placed at www.vistaprint.ca and its mobile sites (collectively, the “Site”) as well as the provision and sale of products and services by Vistaprint Canada Corporation and/or its affiliates and/or fulfillment providers, as the context may require (“Vistaprint”, “we”, “us” or “our”). Further information about Vistaprint Canada Corporation such as its registered address, can be found in our [Legal Notice](#).

Our General Terms of Use shall also govern the use of and apply to each and every offer and agreement entered into between Vistaprint and a customer through any of its separate sites that are accessible through the tabs in the Site-header such as ‘Promotique’ or directly via www.promotique.ca, insofar we have not explicitly deviated from the present Terms of Use.

Additionally, we maintain other terms and policies that supplement these General Terms of Use as set out below, including our [Privacy Policy](#), which describes how we collect, use and process your personal information, and our [Canadian Sales Tax Policy](#), which provides more information about the rate of sales tax that will apply to all orders placed on our Site.

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Our Product-Specific Terms

Please read our additional Product-Specific Terms that shall apply to the products and services listed below (“Product-Specific Terms”). Where there is a difference between the General Terms of Use and these Product-Specific Terms, the Product-Specific Terms shall take precedence.

- **Car Magnets** are subject to additional terms that can be found on the page that sets out our [Car Magnet Instructions for Use](#).
- **Websites** (including the site builder, domain name registration and hosting) are subject to our [Websites Terms and Conditions](#).
- **Search Engine Listings Manager Services** are subject to our terms of use as set out in the [Vistaprint Online Search Service Member Agreement](#).
- **Classic Design Services** are subject to our [Design Services Terms of Use](#).

Additional Terms - Pro Advantage Program

Purchases of products and services on our Site for direct or indirect resale by customers who participate in either the free or premium Pro Advantage program (“Pro Advantage Program” or “Pro Advantage”) will additionally be subject to and governed by the [Pro Advantage Terms and Conditions](#).

1. Applicability

- 1.1. By accessing or using this Site and its related software tools, applications or any other Vistaprint service, you agree to be bound by the terms of our Privacy Policy, the Product-Specific Terms and the following General Terms of Use (“Vistaprint Terms”) and to any additional terms, policies, guidelines, restrictions or rules that may be posted in connection with specific sections or services of this Site. All such additional posted terms, policies, guidelines, restrictions or rules are hereby incorporated by reference into these Vistaprint Terms.
- 1.2. If you use this Site on behalf of any business, organization or other entity of any kind, you represent and warrant that you are authorized to accept these Vistaprint Terms on its behalf and to bind such business, organization or entity to these Vistaprint Terms.
- 1.3. Every offer of a Vistaprint product and/or service on our Site as well as every transaction, order and agreement that is concluded through our Site is governed by our Vistaprint Terms.

- 1.4. The applicability of any terms and conditions of the customer or any third party on behalf of the customer is expressly dismissed and shall not apply, even if Vistaprint has not specifically rejected them.
- 1.5. Vistaprint reserves the right to make changes to this Site and to these Vistaprint Terms at any time without prior notice. You should review these Vistaprint Terms each time you access this Site

2. Your Account

Before you can place an order online, you must have a Vistaprint account which is created by completing the registration form on the Site. The customer will at all times be responsible for each and every use of the account. Vistaprint has the right to refuse any request made by you and to close your Vistaprint account immediately in the event of any breach of these Vistaprint Terms.

3. Terms of Sale

All our offers and promotions are without any obligation and subject to availability and confirmation of the order. An agreement between you and Vistaprint is subject to our acceptance of the order and will be formed when you receive the Order Confirmation by email.

4. Materials for Limited Use

- 4.1. This Site contains graphics, photographs, images, document layouts, templates, artwork, text, graphics, illustrations, logos, photos, audio, video, music, fonts, blog posts, software tools, trademarks, service marks, media content belonging to other users through embedded feed from social media platforms, stock images and footage from stock providers and other information ("Content"). This Site and all Content are the intellectual property of Vistaprint or the intellectual property of parties from whom Vistaprint has licensed such property. All rights in this Site and its Content are reserved worldwide.
- 4.2. It is strictly prohibited to sell, license, rent, modify, retain, copy, reproduce, distribute, publish, or use any portion of the Content except as expressly allowed in these Vistaprint Terms.
- 4.3. Vistaprint reserves the right to add to, delete from, or modify any part of Content at any time without prior notice. Any modifications to Content, whether by You or Vistaprint remain the property of Vistaprint and its licensors.
- 4.4. The design tools and services provided on this Site (including, for example, product and logo design tools and services) employ various design elements, including product templates, images, fonts, color schemes, graphics, illustrations, logos, photos and design effects. Vistaprint reserves the right to use all such design elements and to make all such design elements available for use by other parties in the future. You do not obtain any right or claim to any of the individual design elements through your creation of a design and/or your incorporation of a design into one or more products. Other Vistaprint customers may use the design tools and services to create Designs (defined herein to include designs and/or logos) that have similar or identical combinations of design elements to your Design and Vistaprint does not guarantee that your Design will not have similarities to Designs created and used by other parties. In the event that you create a Design that is a derivative work based on or incorporating design elements and/or other Content, all rights in and to such design elements or Content shall continue to be owned by Vistaprint or its licensors.
- 4.5. Vistaprint provides no warranty of any kind that Designs created using the design tools and services and the Content will not infringe, or be subject to a claim of infringing, any trademarks or other rights of another party. It is solely your responsibility to obtain the advice of an attorney regarding whether the Design is legally available for your particular use and does not infringe the rights of another party. You are solely responsible for determining whether a license or other additional rights are required in connection with the intended use of your Design and for obtaining such additional rights.

5. Use of our Site and its Content

- 5.1. You are granted permission to access and use this Site and its Content for the sole purpose of preparing, evaluating and ordering products or services solely through Vistaprint (referred to herein as "Products"). No other download, retention, use, publication, or distribution of any portion of the Content is

authorized or permitted. Obtaining Products from Vistaprint does not entitle you to use any portion of Content apart from the finished Products as they are supplied by Vistaprint.

5.2. You agree to use this Site in a responsible manner that is in full compliance with these Vistaprint Terms and with your local laws and regulations, including export and import regulations.

6. Restrictions on Use

6.1. Without limitation, no portion of Content may be utilized:

- a) to sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute the rights granted to you under these Vistaprint Terms;
- b) in such a manner as to convey or obtain exclusive rights to any Content or part thereof;
- c) for any use that is pornographic, offensive, harassing, libelous, threatening, harmful, obscene, malicious or otherwise objectionable;
- d) for any unlawful purpose or use;
- e) for any use that is libelous or slanderous or otherwise defamatory, obscene, or indecent;
- f) to violate any person's right of privacy or publicity;
- g) to infringe upon any copyright, trade name, trademark, service mark or other intellectual property right of any person or entity;
- h) to cause or allow any Design to appear on more than 500,000 printed Products or to be incorporated into a television program, video, or other digital production if the audience is expected to be greater than 500,000 viewers, in total;
- i) for any use that would reasonably imply that Vistaprint, the creator of the Content, or the persons or property appearing in the Content (if any), endorses any political, economic or other opinion-based movements or parties; or
- j) in a way that places any person depicted in the Product in a bad light or they may find offensive, such as: use in pornography or adult content; tobacco ads; ads for adult entertainment clubs or similar venues, including escort or similar services; political endorsements; or in a way that implies mental or physical illness or impairment.

6.2. For the avoidance of doubt, no Content or portion thereof may be used on its own as a trademark or service mark. You agree and acknowledge that any trademark or service mark rights you may have in your Product or Design arise from and are limited to your distinctive combination of Content with other visual design elements provided or created by you. You agree and acknowledge that others may use similar portions of Content for similar goods and services.

6.3. Vistaprint reserves the right, in Vistaprint's sole discretion, to refuse to accept any content provided by you to Vistaprint or to process any order at any time and for any reason. Vistaprint also may temporarily or permanently suspend or terminate its service to and/or the accounts of customers found to be using Vistaprint to engage in undesirable activities or otherwise violating these Vistaprint Terms. This action is entirely at Vistaprint's discretion and no correspondence will be entered into. You agree that Vistaprint shall have no liability of any kind to you or to any third party arising from such refusal or termination.

6.4. By placing an order on this Site, you warrant that you have all necessary permission, right and authority to place the order and you authorize Vistaprint to produce the Products on your behalf. You grant Vistaprint the right to copy, modify, distribute, use, create derivative works of and vectorize any content you have uploaded for the purpose of fulfilling your order and/or marketing products or services to you. Moreover, you warrant that you have sufficient rights to permit Vistaprint to copy, distribute, use, modify, create derivative works of and vectorize any uploaded content for the purpose of fulfilling your order and/or marketing products or services to you.

6.5. 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.

7. Delivery, Title and Risk

- 7.1. Vistaprint will deliver the Products at the address specified in the Order Confirmation, provided that all applicable payments have been received in full by their appropriate due date, using Vistaprint's standard methods for packaging and in accordance with the customer's chosen delivery option. Any lead time given is estimated.
- 7.2. Risk of damage to or loss of the tangible Products passes from Vistaprint to you, upon delivery by Vistaprint, to you or your authorized representative, at your ship-to address as specified in the Order Confirmation. Vistaprint retains ownership of the Products until full payment, including interest and costs, is received.
- 7.3. For any Product that is to be provided to the customer in an electronic format, the customer agrees that delivery of such Product shall be deemed to have occurred either (a) at the time we transmit the Product via email or other electronic communication addressed to the customer or (b) at the time we transmit a notification to the customer that the Product is available for downloading from the Site.
- 7.4. The customer is responsible to fully inspect all Products carefully and immediately upon arrival, and declare any and all damages or defects, immediately through the proof of delivery or collection acceptance documentation when the Products have been shipped under such Proof of Delivery (POD) or similar type of service. A description of the alleged damage or defect must be given in writing at the time of delivery and signed by or on behalf of the customer. If such a proof of delivery service was not included with the chosen delivery method, the customer shall be deemed to have inspected the Products as soon as reasonably practicable after delivery. The customer must notify Vistaprint, by contacting its Customer Care team either in writing (including by email) or by telephone, about any alleged damages or defects within 14 days after receipt of the Products. Failure of customer to timely notify Vistaprint after receipt as indicated in this section voids the Product warranty and/or Satisfaction Guarantee.

8. Indemnification

You agree that you shall indemnify Vistaprint and all parties from whom Vistaprint 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 Vistaprint Terms or (ii) any suit, claim, or demand arising from or relating to any text, photograph, image, graphic or other material that was not part of the standard Site Content and that you uploaded or otherwise provided to Vistaprint or incorporated into Products. As to clause (ii), you agree that we have the right to control the defense of any such suit, claim or demand.

9. Disclaimer of Warranty

- 9.1. **THE SITE AND ITS CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT OPERATION OF THE SITE MAY NOT BE UNINTERRUPTED OR ERROR FREE. WHILE WE MAKE REASONABLE EFFORTS TO ACCURATELY DISPLAY THE ATTRIBUTES OF PRODUCTS, WE DO NOT WARRANT THAT PRODUCT DESCRIPTIONS ARE ACCURATE, RELIABLE AND ERROR-FREE. REFERENCES AND LINKS TO PRODUCTS OR SERVICES OF INDEPENDENT COMPANIES MAY APPEAR ON THE SITE. THESE REFERENCES AND LINKS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED.**
- 9.2. Some jurisdictions may provide you with certain warranties or guarantees that cannot be excluded by contract ("consumer guarantees"), or only limited in certain circumstances, and nothing in these Vistaprint Terms alter those consumer guarantees if it is illegal for Vistaprint to do so. If those consumer guarantees apply to you, and Vistaprint cannot legally exclude those consumer guarantees, then to the maximum extent permitted by law, Vistaprint: (1) excludes or limits those consumer guarantees; and (2) limits its liability at the option of Vistaprint to the following: (a) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again; (b) in the case of goods, the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment

of the cost of replacing the goods or acquiring equivalent goods; or the payment of the cost of having the goods repaired.

- 9.3. Vistaprint's Satisfaction Guarantee is valid for 10 years following your purchase. If you request a refund, the time it takes for your refund to arrive may depend on your bank. In most cases, you should receive your refund within 30 days. Certain circumstances are beyond Vistaprint's control and may not be covered by the Satisfaction Guarantee. Please note that we cannot be responsible for: Spelling, punctuation or grammatical errors made by the customer, inferior quality or low-resolution of uploaded images, design errors introduced by the customer in the document creation process, errors in user-selected options such as choice of finish, quantity or product type, and damage to the products arising after delivery to the customer. Please preview your designs carefully and correct any mistakes prior to placing your order. Vistaprint does not proof documents created by its customers prior to processing.

10. Limitation of Liability

IN NO EVENT SHALL VISTAPRINT OR ITS LICENSORS, SUPPLIERS, OR VENDORS, OR THE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OF ANY OF THEM, 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 VISTAPRINT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGE, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SITE OR OF FAILURE TO PROVIDE PRODUCTS OR SERVICES THAT YOU ORDER FROM VISTAPRINT OR ITS AFFILIATES, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM MISTAKE, OMISSION, VIRUS, DELAY, OR INTERRUPTION OF SERVICE. IN NO EVENT SHALL VISTAPRINT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGES OR CONSEQUENCES ARISING FROM OR RELATED TO YOUR INAPPROPRIATE OR UNAUTHORISED USE OF THIS SITE OR ITS CONTENT OR OUR SUPPLIED PRODUCTS OR SERVICES. IF YOU LIVE IN A COUNTRY OR STATE THAT DOES NOT ALLOW ANY OF THE FOREGOING EXCLUSIONS OR LIMITATIONS OF LIABILITY OR ANY OF THE DISCLAIMERS OF WARRANTIES IN THE ABOVE SECTION, SUCH EXCLUSIONS OR LIMITATIONS WILL NOT APPLY TO YOU BUT ONLY TO THE EXTENT SUCH EXCLUSIONS OR LIMITATIONS ARE NOT ALLOWED. IN SUCH CASE, SUCH EXCLUSIONS OR LIMITATIONS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

11. Site Feedback

Any comments, suggestions, proposals or other feedback (collectively "Feedback Information") provided to Vistaprint in connection with the operation of this Site including its content or any of our offered and/or supplied Products, shall be provided by the submitter and received by Vistaprint on a non-confidential basis. All such comments, suggestions, and other information shall become the exclusive property of Vistaprint. By submitting any such information to Vistaprint, you agree that you are transferring and assigning, at no charge, all of your right, title and interest in the information, including all copyrights and other intellectual property rights. You agree that Vistaprint shall be free to use such information on an unrestricted basis.

12. Privacy and our Use of Cookies

Vistaprint has set out in its [Privacy Policy](#) how we collect, use, disclose, store and protection the information that you submit to us during the use of our Site. This [Privacy Policy](#) applies to every Site visit, every use of our services, and every transaction and agreement that is concluded through our Site.

13. Miscellaneous

You must be at least 18 years old or otherwise have parent or guardian permission to use this Site. By using this Site, you represent and warrant that you are at least 18 years old or have that permission. In the event any provision hereof is found to be unenforceable by a court of competent jurisdiction, that provision shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, or, if a deemed modification is not satisfactory in the judgment of that court, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

14. Governing Law, Jurisdiction and Dispute Resolution

- 14.1. The party you are contracting with and the seller of the products and services offered and sold on this Site is Vistaprint Canada Corporation, a limited company organised under the laws of Ontario, Canada.
- 14.2. All issues related to the protection, infringement, or misuse of copyrighted materials shall be governed by the copyright laws of the United States of America. All other matters relating to your access to or use of this Site shall be governed by the laws of the Province of Ontario, and the federal laws of Canada applicable in that Province/Territory without giving effect to any choice of conflict of law provision, principle, or rule (whether of the Province of Ontario or any other jurisdiction). You agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to any sale under these Vistaprint Terms.
- 14.3. Any legal action or proceeding relating to or arising from your access to or use of this Site shall be instituted in the Province of Ontario, Canada. You agree to submit to the jurisdiction of courts sitting in the Province of Ontario and agree that venue in these courts is proper in any such legal action or proceeding. You also agree that you not assert, in any legal action or proceeding involving Vistaprint, that a court sitting in the Province of Ontario, Canada, is an inconvenient forum for such legal action or proceeding.
- 14.4. Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we exclude all warranties. When permitted by law Vistaprint, and Vistaprint's suppliers and distributors, will not be responsible for lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages.
- 14.5. We recognise that in some countries, you might have legal rights as a consumer. If you are using the Site for a personal purpose, then nothing in these terms or any additional terms limits any consumer legal rights which may not be waived by contract.