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TWO CLEVER ADVERTISING Terms of Service

1. You are 100% responsible for the accuracy of your layouts. Please proofread all layout proofs carefully. As postal regulations are subject to change, you are also 100% responsible for complying with current mailing restrictions for backside layouts.
2. All postcards are "gang printed." Two Clever Advertising will reproduce color from submitted photos as closely as possible, but cannot exactly match color and density because of limitations in the printing process. The accuracy of each color reproduction is guaranteed to be within 85-90% of the original image you submitted. We accept no responsibility for color variations between submitted images and the actual artwork or product they represent.
3. No refunds given once we begin your order, which means we have received your necessary materials (images or digital files and/or payment) and started work on your job. No partial refunds given for work not completed.
4. Quoted Turnaround Times start only after all materials necessary to complete your order have been received. Completion of your job within our regular Turnaround Time is pursuant to receipt of your signed layout/final approval. Expected delivery date and Turnaround Times are not guaranteed. Your order may arrive late due to unforeseen delays in delivery service, the breakdown of equipment, bad weather, etc.
5. All materials we create in producing your postcard are the property of Two Clever Advertising. This includes typeset layouts and color scans. We reserve the right to distribute free samples of your postcard. By placing your order you agree that your image may be used in any national advertising.
6. You certify that you own the rights to use your personal image(s) being reproduced on your postcard. DO NOT send any "one-of-kind" prints or artwork. Although we take every precaution to safeguard your materials, we are NOT responsible for loss or damage of images or artwork.
7. When using our Mailing Services, Two Clever Advertising shall be liable to rectify errors only to the extent of re-mailing a correction or corrected job as soon as possible, and allowable damages shall be limited to the value of the work performed. In no case is Two Clever Advertising liable for loss of business or implied damages. Two Clever Advertising's responsibility is limited to preparing your mailing and completing delivery to the U.S. Postal Service. Two Clever Advertising shall not be liable for the performance failures or delivery delays of USPS, UPS, DHL or FedEx.

Customer's mailing list(s), while in the possession of Two Clever Advertising, is the exclusive property of the customer and shall be used only with customer's instructions. Customer's mailing list(s) will not be sold or offered for use to any other party, and Two Clever Advertising will not utilize the list for any other purpose.

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The parties agree that the exclusive jurisdiction and venue for any claim, controversy, or dispute between the parties arising out of or in connection with this Agreement or with the transactions or business contemplated herein, shall be in the courts located in Los Angeles County, California, and the parties further stipulate and agree that any such claim, controversy or dispute shall be heard by a referee appointed pursuant to California Code of Civil Procedure section 638 to hear and determine each, every, and all of the issues, whether of fact or of law, and to report a statement of decision. Notwithstanding the foregoing, Licensor shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against Licensee in the event that, in the opinion of Licensor, such action is necessary or desirable. This Agreement shall be interpreted according to the laws of the State of California, without regard to the choice of law provisions thereof. In the event of the litigation of any claim, controversy or dispute between the parties arising out of or in connection with this Agreement or with the transactions or business contemplated herein, the prevailing party shall be entitled to its reasonable attorney fees and costs, in addition to any other remedy otherwise provided.