



Welcome to the World's Largest Clipart Site with Over 7.8 Million Images!

## Terms of Use

- **Terms of Use**
- **Embroidery Digitizing and Digital Scrapbooking Notice**
- **Refund Policy**
- **Privacy Policy**

## TERMS OF USE

Your use of this website means you agree to the following terms of use (the "Terms of Use"). If you do not agree with these terms you should leave this ICLIPART website immediately, not use the files herein, and/or not subscribe to this service.

This agreement is between VITAL IMAGERY, dba ICLIPART ("We", "us", "our") and the person or entity whose electronic agreement is documented below ("you", "your").

### GENERAL TERMS AND CONDITIONS

Any ICLIPART content provided at this site can only be used by you, subject to the restrictions below, provided you do not violate the rights of anyone else (and in the case of any company or product name, logo and/or trademark ONLY for uses for which YOU have received approval from the company or trademark owner):

You may use ICLIPART content in your commercial and/or personal projects. Examples of projects: Web sites, presentations, newsletters, brochures, advertisements, announcements, labels, e-greetings, Web templates, vinyl cutting, routing, engraving, t-shirts, school projects, screen printing, and mechanical embroidery.

However, you may NOT

- a. distribute ICLIPART content, electronically or in hard copy, except as specifically authorized above.
- b. authorize any third party to use the ICLIPART content for any purpose, or resell, license or otherwise make the ICLIPART content available for use or distribution separately or detached from your business or webpage, except as specifically authorized above.
- c. share ICLIPART content across a network, on a CD, or in any other way;
- d. under any circumstances, use automated or programmatic means or methods to download ICLIPART content
- e. use ICLIPART content as a part of any trademark
- f. use ICLIPART content in any downloadable format intended for multiple distribution including web site templates, digital scrapbooking kits, software products, e-greetings, digitized embroidery files, electronic games etc.
- g. under any circumstances, use ICLIPART content in connection with any pornographic, obscene, immoral, or illegal materials;
- h. use any of the ICLIPART content for any commercial purposes in excess of 100,000 printed copies (or 10,000,000 for Professional users) or 100 electronic copies (or 1,000 for Professional users), without explicit written permission of ICLIPART.
- i. use ICLIPART content on CafePress.com, Zazzle.com or any similar 'print-on-demand' website.
- j. use ICLIPART content to compete with us.
- k. use ICLIPART content 'un-edited' in any commercial project or product.

If you need to use images in ways not allowed please contact us to see if the specific images you need are available for special licensing.

LIMITATION OF WARRANTY AND DAMAGES EXCEPT AS PROVIDED IN THIS AGREEMENT, ICLIPART MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY CONTENT AT THIS SITE, INCLUDING ICLIPART CONTENT, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW THE SITE IS DELIVERED "AS IS." ANY WARRANTY STATED HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF ACCURACY, CORRECTNESS, RELIABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND SUCH WARRANTY CONSTITUTES THE ONLY WARRANTY MADE BY ICLIPART. WITH RESPECT TO THE SITE AND ANY CONTENT AT THIS SITE.

ICLIPART DOES NOT REPRESENT OR WARRANT THAT THE CONTENT OR FUNCTIONS CONTAINED IN THE SITE WILL BE FREE FROM ERRORS, INTERRUPTIONS, OMISSIONS, DEFECTS, VIRUSES, OR OTHER DAMAGING ELEMENTS, OR THAT ICLIPART WILL CORRECT ANY ERRORS, OMISSIONS, OR DEFECTS. YOU ASSUME THE COST OF SERVICE, REPAIRS, OR CORRECTIONS TO YOUR HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

IN NO EVENT WILL ICLIPART OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, SUPPLIERS, OR DISTRIBUTORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, ECONOMIC, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THIS SITE, EVEN IF ICLIPART HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LIABILITY OF ICLIPART OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, SUPPLIERS, OR DISTRIBUTORS EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING OR USING THIS SITE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### PRODUCT AVAILABILITY

Products, services, and programs in this publication may not be available in your country. References to any product, service, or program do not imply that ICLIPART intends to make available such products, services, or programs in your country. ICLIPART may add and remove materials from this website at any time and without any notice.

### LINKS TO THIRD PARTY SITES.

ICLIPART PROVIDES LINKS TO THIRD-PARTY SITES AS A CONVENIENCE TO YOU. ICLIPART DOES NOT CONTROL THIRD PARTY SITES OR LINKS TO THIRD PARTY SITES. ICLIPART IS NOT RESPONSIBLE FOR THE CONTENT OF ANY LINKED SITES. LINKS TO THIRD-PARTY SITES ARE NOT ENDORSEMENTS BY ICLIPART OF SUCH SITES.

### OTHER LEGAL INFORMATION

These Terms of Use shall be governed by and construed in accordance with the laws of Ontario Canada. These Terms of Use contain the entire understanding of the parties hereto relating to the use of this Site and supersedes any prior written or oral agreement or understandings between the parties with respect to this Site, and cannot be changed or terminated orally. The invalidity or unenforceability of any provision of these Terms of Use will not affect the validity or enforceability of any other provision of these Terms of Use. ICLIPART reserves the right to terminate these Terms of Use without notice if, in ICLIPART sole discretion, you fail to comply with any of these Terms of Use. Upon termination, you must destroy all materials obtained from this site, copies, and related documentation thereof. In addition, ICLIPART reserves the right to terminate this site without notice.

You represent and warrant that:

- a. You are at least 18 years of age and have the right to enter into this Agreement;
- b. You do not reside in any country to which export of USA products are prohibited or restricted;
- c. You will not use the Content in any way that is not permitted by this Agreement;
- d. Your use of the Content will not violate any applicable law or regulation of any country, state, or other governmental entity;
- e. Upon the expiry of your subscription you agree to destroy all materials obtained from this site, copies, and related documentation thereof, that you have NOT used during its term. You may continue to use those materials that have been included in your products and projects after expiration provided you continue to abide by these terms and conditions.
- f. The information you provide the ICLIPART Site is accurate and true, including without limitation all credit card information.

ICLIPART content and anything else at this web site are made available to you "AS IS," "AS AVAILABLE," and "WITH ALL FAULTS." ICLIPART, its employees, directors, and officers, and anyone else associated with ICLIPART disclaims, to the fullest extent permitted by law, any and all warranties, express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, noninfringement, or that your usage of ICLIPART will be uninterrupted, error free of computer viruses or other damaging materials. When you access and acquire Content, you do so at your risk. ICLIPART, its employees and officers, and anyone else acting on behalf of ICLIPART also disclaims any and all

common-law duties, including without limitation duties of reasonable care and workmanlike effort. ICLIPART, its employees, directors, and officers, and anyone acting on behalf of ICLIPART make no representation or warranty as to your right to use any individual's name, likeness, and/or image appearing in the Content without first obtaining appropriate rights from such individual. You understand and acknowledge that neither ICLIPART, its employees, directors, and officers, nor anyone acting on behalf of the ICLIPART website has made any representation or warranty that Your use of Content will not infringe or violate the trademark rights of any third party, or constitute a false designation of origin or any other form of unfair competition, and (b) You understand that You should seek competent counsel before using Content on or in connection with any goods or services or for any other commercial purposes.

This Agreement constitutes the entire agreement between you and ICLIPART regarding its subject matter. Should any provision of this Agreement be held to be void or invalid, that fact will not affect any other provision, and the remainder of this Agreement will be construed to most closely give effect to the parties' intentions. Failure by ICLIPART to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Canadian law governs this Agreement. The parties consent to jurisdiction over them in any court in Canada, waive any claim or defense that such forum is not convenient, and consent to service of process by any means authorized by Canadian law.

#### TERM AND TERMINATION

The term of your subscription will continue so long as your subscription fees are timely paid. If your subscription fees are not paid, your subscription terminates. Upon termination, you have NO right or authorization to download and use anything at this website. Cannot authorize anyone else to make or use.

A download limit of 100 files/day is currently in place to prevent the abuse of our website. This limit may change at any time.

Any links are gratuitous and ICLIPART assumes no responsibility to you or to anyone else regarding those links.

You have agreed, and reaffirm your agreement to conduct this transaction electronically.

DO NOT SUBSCRIBE IF YOU DO NOT AGREE TO ALL OF THE FOREGOING TERMS AND CONDITIONS.

For questions on ICLIPART's Terms of Service please email [legal@iclipart.com](mailto:legal@iclipart.com).

#### EMBROIDERY DIGITIZING AND DIGITAL SCRAPBOOKING NOTICE

As a further clarification to our existing terms of use please note that Embroidery Digitizing and Digital Scrapbooking of iCLIPART content is ONLY permitted for personal use. You may not sell or otherwise redistribute any of the digital image files created from iCLIPART content in any manner whatsoever. If you need further clarification of this rule you must contact us before agreeing to these terms of use and creating an account on iCLIPART.

#### REFUND POLICY

You agree to pay all Image(s) license fees and no rights are granted under this Agreement until all payments are made in full. A service charge of two percent (2%) per month, or the amount allowed by law, will be charged on any unpaid balance. Any claims for adjustments must be made to ICLIPART within five (5) days of billing. You shall be liable for all past due amounts, interest and costs of collection, including attorneys' fees. Refunds are governed by the terms of the individual service used. Please see the section below for terms applicable to refunds in the event of cancellation.

#### CANCELLATION

If you wish to cancel the rights granted in this License and your invoice, the following apply:

If you licensed single Images or purchased CD(s) (opened or unopened), you may receive a full refund if you submit a completed and signed refund affidavit, and return any CD's, within fourteen (14) days of your invoice date. After fourteen (14) days, no cancellations will be accepted, no refunds made and you will be responsible for and must pay the full amount of the invoice.

If you purchased a Subscription, you may receive a full refund within three (3) days of your invoice date, provided that you have not downloaded more than five (5) images. After three (3) days, or download of more than five (5) Images, no cancellations will be accepted, no refunds made and you will be responsible for and must pay the full amount of the invoice. By requesting a refund, you hereby represent and warrant that: (i) you have deleted or destroyed all downloaded Images, (ii) that you have not, and will not use any Images from the subscription, and (iii) that a breach of the foregoing shall require you to immediately repay the entire subscription fee plus damages to ICLIPART. You are solely responsible for all shipping and handling fees with regard to a cancellation. All cancellations are final.

If you ordered a digitized image file you are not entitled to a refund unless the original clipart image is subsequently deemed to not be suitable for digitizing. iCLIPART will be the sole arbiter as to whether an image is suitable or not. If a problem is found with the digitized file it will be corrected free of charge.

#### PRIVACY POLICY

##### Overview

At ICLIPART, we have adopted the following policy to advise you of your choices regarding the use of your personal information online. This policy describes what types of information we gather about you, how we use it, and your rights to update or correct it. Personal information collected from this site may be stored or processed in Canada or any other country in which ICLIPART, or their affiliates, subsidiaries, or agents maintain facilities. By using this site, you consent to any such transfer of information.

##### Scope of Policy

This Policy applies to the ICLIPART site. This Policy does not apply to other web sites to which we link. You should carefully review the privacy policies of those web sites in order to determine how they treat your personal information.

#### INFORMATION ABOUT YOU

##### Information Gathered From All Visitors

##### Aggregate Data

We gather certain generic information with respect to customers' use of our web site, such as the number of unique visitors, the frequency with which they visit, and the areas on the web site that they favor. These statistics are very much like television ratings that tell the networks how many people tuned in to a program. We only use this type of data in aggregate—that is, we look at the data on a collective basis, in summary form, rather than on an individual basis. This data helps us determine the extent to which our customers use certain parts of our web site, which, in turn, enables us to make it as appealing as possible. We may also provide statistical "ratings" about how our customers collectively use our web site to advertisers, sponsors, and other companies with which we do business ("Business Partners"). We do this so they, too, can understand how often people use their areas of the site in order for them to provide you with the best possible experience. These statistical ratings do not contain any personally identifiable information about you or any of our users.

##### Cookies

We use a technology called "cookies" on our web site. Cookies are pieces of information or data sent to your browser from a web server and stored on your computer's hard drive for record-keeping purposes. We use cookies to make your visit to our web site easier. For example, cookies allow us to recognize you when you re-enter our web site so that you will not have to sign-in each time you visit. Cookies also allow us to count the number of unique and return visitors who use our site. Most browsers are initially set up to accept cookies. If you prefer, you can reset your browser to notify you when you've received a cookie or, alternatively, to refuse to accept cookies. It is important to note that you may not be able to use certain features on our web site if you choose not to accept cookies.

##### Third Party Advertiser Cookies

We use third-party advertising companies to serve our ads on the Internet. These third-party advertising companies employ cookie and Clear Gif technology (aka 1x1 Pixel .gifs,

web bugs) to measure and improve the effectiveness of ads for their clients. To do so, these companies may use anonymous information about your visits to our web site and other web sites. This information can include: date/time of banner ad shown, the banner ad that was shown, their cookie, the IP address. This anonymous information can also be used for online preference marketing purposes. ICLIPART does not use or have access to this information.

#### Advertising Research Cookies

From time-to-time, outside third party research companies may set cookies on your browser regarding exposure to certain ad placements. These cookies may be used later for research purposes if you later opt-in to take a survey. If you choose to take the survey, these companies may examine your browser to see if one of their cookies has been set. If the company detects the cookie in your browser, it will gather only 2 pieces of information from it: where you have seen a particular ad and how many times you have seen it. If you do not want these kinds of cookies to be set to your browser, you can opt-out by clicking here.

#### IP Addresses

We collect and analyze traffic on our web site by keeping track of the IP addresses of our visitors. IP addresses are unique numeric identifiers that are assigned to each computer browser accessing the Internet. An IP address, by itself, cannot identify you personally. However, when combined with other information provided by your Internet Service Provider (ISP), your IP address can be used to identify the computer originating a message.

#### Personalizing Your Experience on the Web Site

We try to personalize your experience on our web sites by tracking content you have sent in order to shape our recommendations about the content. We also examine customer traffic patterns and web site usage to help us enhance the design and layout of the site and make it easier to navigate. From time to time, we may send you surveys or solicit your feedback. We use surveys to gauge user interest in new products and premiums we may offer. We will ask for your feedback on site features. We may also use the information to alert you to offers and products in which you have expressed an interest.

#### Communications from ICLIPART

On the ICLIPART site, you will be able to sign up for our exclusive ICLIPART Newsletter, which alerts you to new features, content, services, and premiums available on our site. The Newsletter may from time to time contain invitations to enhance your ICLIPART membership, offers for new products and services from ICLIPART, special "Member's Only" premiums, or special offers from our affiliates and our sponsors. These communications are sent to you directly by ICLIPART. We do not share your personally identifiable information with any third parties in connection with the Newsletter.

#### Communications from Our Business Partners

ICLIPART also offers you the opportunity to receive money-saving offers, discounts, and promotions from our Business Partners. These communications may come from ICLIPART or directly from the Partners themselves. We may also share with them certain demographic, geographic, preference, and other personally identifiable information we have gathered about you. This will help them in directing to you offers that are more likely to be of interest. This program is conducted strictly on an opt-in basis. In order to receive the offers, you must affirmatively check the clearly marked box on our signup pages and registration pages on our site. If you leave the box unchecked, you will not receive any offers. If you do not sign up for the program but later change your mind, you are free at any time to opt-in.

#### Mandatory Communications

ICLIPART reserves the right to communicate with you from time to time about important administrative, policy, legal, credit card, and billing matters, which will affect your use of our web site, including without limitation any alleged violations of our Terms of Service. These communications are mandatory. You cannot opt-out of them.

#### Information Gathered From Members

If you elect to purchase a Membership on ICLIPART, you will be required to provide us with certain personal information, including your name, e-mail address, credit card number, expiration date, and billing address (this required information is subject to change from time to time). There will also be opportunities for you to provide us with additional information regarding your preferences and interests. This information, however, is not required and is completely optional on your part.

ICLIPART may also communicate with its members by mail or phone about matters relating to their renewal status, credit card information, related products or services, or any other issues relating to their ICLIPART membership. These communications will come directly from ICLIPART.

#### Order Fulfillment

From time to time, you may be given the opportunity to order products and services directly on the ICLIPART site, the Newsletters, or in other communications you may receive from ICLIPART. These orders are typically fulfilled by ICLIPART's business partners directly. To process your order, ICLIPART may provide these partners with your name, street address, e-mail address, phone number, and credit card information. ICLIPART will limit the types of information shared to the minimum necessary to efficiently process your order. However, in accepting these offers, you become a customer of the business partner and therefore subject to its privacy policy. ICLIPART will alert users whenever a Business Partner will be fulfilling an order for products or services ordered on our site. We encourage you to review these companies' privacy policies and only do business with those who adhere to personal information practices with which you are comfortable.

#### Privacy of Information

We treat all of our content and communications regarding content as private correspondence between the sender and the recipient and will not disclose the contents of any content or communication of that content other than to the intended recipient, except under the specific situations outlined in Disclosure Exceptions, below.

#### Disclosure Exceptions

Notwithstanding the above policies, we reserve the right to disclose your personal information to appropriate third-parties if we are required to do so by law or we believe that such action is necessary:

- \* To comply with legal process such as a search warrant, subpoena or court order;
- \* To protect the company's rights and property;
- \* To investigate reports of users sending material using a false e-mail address or users sending harassing, threatening, or abusive messages;
- \* To protect against misuse or unauthorized use of our web site and/or the ICLIPART service;
- \* To investigate reports of violations of our Terms of Use;
- \* To investigate reports of credit card fraud or unauthorized use; or
- \* During emergencies, such as when we believe someone's physical safety is at risk.

Your IP address can be accessed within the header of the notification e-mail. Under certain circumstances, recipients, their legal representatives, and/or law enforcement authorities may be able to combine this with information disclosed by ISPs to determine the source of a particular communication. By using this service, you knowingly and voluntarily assume any risks associated with such disclosure.

#### YOUR CONTROL OVER YOUR PERSONAL INFORMATION

##### Opt-In/Changing Your Status

At any time, you can change choices you have previously made as to the use of your personal information. Every communication ICLIPART sends you will contain a clearly worded "Opt-In" or "Subscribe" link allowing you to grant your permission for future mailings. This system is automated and must be contacted from the email address you wish to have included. Permission changes will be honored as soon as possible after receipt. Please allow five to seven days for processing.

##### Editing Your Profile

If you are a registered member, you have the ability to review and correct your personally identifiable information at any time. Simply click on the "My Profile" link at the top of the each page. There, you can change your address information, e-mail type, sign-in, and e-mail permissions. You can revise, add, delete, or completely cancel all alerts by clicking the

"Reminders" links at the top of each page.

#### Data Security

When you place orders for purchased products or access your payment information, we use an advanced encryption technology known as Secure Socket Layer (SSL) to protect the storage and transfer of your data from unauthorized parties. While on a secure page, such as our registration form, a lock or key icon appears on the bottom of your web browser.

In addition to our online security efforts, we take steps to protect your personal data offline, as well.

All of your information, not just the sensitive information mentioned above, is restricted in our offices. Employees are granted access on a need-to-know basis (for example, our billing clerk or a customer service representative). Furthermore, ALL employees are kept up-to-date on our security and privacy practices. Finally, the servers on which we store personally identifiable information are kept in a secure environment, behind a locked cage.

If you have any questions about the security at our website, you can send an email to [security@iclipart.com](mailto:security@iclipart.com)

#### Changes to the Privacy Policy

ICLIPART will occasionally update this Privacy Policy in response to changing business circumstances and legal developments. When ICLIPART posts changes to this Policy, you will see the word "updated" next to the Privacy Policy link on the front page of ICLIPART Sites. If there are material changes to this Policy or in how ICLIPART uses your personally identifiable information, ICLIPART will prominently post such changes prior to implementing the change. ICLIPART encourages you to periodically review this Policy to be informed of how we are protecting your information.