



# **POLAR ENGRAVING BRICK AND TILE ENGRAVERS**

## **Site Terms and Conditions of Use**

### **1. USER'S ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS**

Polar Engraving ("Us" or "We") provides the <https://polarengraving.com> site and various related services (collectively, the "site") to you, the user, subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between us and you. In addition, when using particular services or materials on this site, users shall be subject to any posted rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

We expressly reserve the right to change these Terms of Use to comply with all applicable laws and technical requirements. You acknowledge and agree that it is your responsibility to review this site and these Terms of Use from time to time and to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

### **2. REGISTRATION DATA AND PRIVACY**

In order to access some of the services on this site, you will be required to use an account and password that can be obtained by completing our online registration form, which requests certain information and data ("Registration Data") and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete, and accurate.

### **3. DESCRIPTION OF SERVICES**

Polar Engraving offers Laser Engraved Bricks and Tiles for any occasion. Polar Engraving includes, at no additional charge:

- Unlimited support of our marketing specialists available to our clients by phone, chat, and email Monday through Friday from 9 AM to 5 PM EST.
- Free personalized engraved sample.
- Creating of personalized donor website with access to our online ordering system.
- Access to personalized website on all platforms; PC, Mac, iPhone, Android, tablets, etc.
- Creating personalized paper order forms in PDF (brochure).
- Access to all our sales tools and blogs.
- Polar Engraving PowerPoint Presentation.
- Polar Engraving Fundraising Guide.
- Continuous monitoring and maintenance of personalized donor website.

We, at Polar Engraving, are committed to invest at our own risk in your success before your organization collects its first donation.

Therefore, all ongoing online orders placed are considered a sale which must be placed to Polar Engraving within 60 days from each exported excel file, independently of the status of your campaign.

Extensions for invoice payments are possible but must be submitted in writing to [info@polarengraving.com](mailto:info@polarengraving.com). All extensions are at the sole discretion of Polar Engraving.

We reserve the right to either modify or discontinue the site, including any of the site's features, at any time for failure to comply with terms of this agreement.

#### **4. CONDUCT ON SITE**

Your use of the site is subject to all applicable laws and regulations, and you are solely responsible for the substance of your communications through the site. By posting information you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content -- including text, communications, images, data, or other information -- that:

- a. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or violates the terms of this agreement or applicable law.
- b. victimizes, harasses, degrades, or intimidates an individual or group of individuals based on religion, gender, sexual orientation, race, ethnicity, age, or disability.
- c. infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.
- d. constitutes unauthorized or unsolicited advertising, junk, or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- e. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications

equipment or to damage or obtain unauthorized access to any data or other information of any third party; or

f. impersonates any person or entity, including any of our employees or representatives.

In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the site may be available to you or other authorized users of the site. You shall not interfere with anyone else's use and enjoyment of the site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time terminate account or other affiliation with our site to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

## **5. CONFIDENTIALITY**

Neither party shall use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession in relation to or while fulfilling the obligations of this Agreement and which is of a confidential nature. Such confidential information includes but is not limited to: Donor information, terms of this Agreement, business records and plans, marketing strategies, financial reports, and other proprietary information. The obligations of this paragraph shall remain in effect until such time all Confidential Information is no longer confidential, as defined above, through no act, breach, or omission of us. Any violation of this provision shall be grounds for immediate termination of this Agreement and shall be subject to all indemnification obligations of us. We shall provide you with information regarding such security measures upon reasonable request and promptly provide you with information regarding any failure of such security measures or any security breach related to Donor information.

## **6. INTELLECTUAL PROPERTY INFORMATION**

Copyright (c) 6/22/2012 Polar Engraving All Rights Reserved.

By accepting these Terms of Use, you acknowledge and agree that all content presented to you on this site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of Polar Engraving and/or its Affiliates. You are only permitted to use the content as expressly authorized by us or the specific content provider. You may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this site in any form or by any means without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on this site.

**YOU MAY NOT USE THIS SITE AND ITS FUNCTIONALITIES (LIKE THE EXCEL SPREADSHEET) TO PLACE ENGRAVED BRICK ORDERS WITH ANY OTHER PARTY THAN POLAR ENGRAVING.**

All custom graphics, icons, logos, and service names are registered trademarks, trademarks or service marks of Polar Engraving or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of Polar Engraving or its Affiliates

Designated Agent for Claimed Infringement:

Contact: **Polar Engraving**

Address: **6166 Taylor Rd. #105 Naples FL 34109**

Phone: **239-597-8005**

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from our site without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

## **7. DISCLAIMER OF WARRANTIES**

WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH YOUR WEBSITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THIS SITE FROM A THIRD PARTY (PAYPAL) IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.

You understand and agree that temporary technical interruptions of the services available through this site may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this site, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the services available on this site are provided and that we assume no responsibility for the timeliness, deletion, miss-delivery, or failure to store any user communications or personalization settings by your use.

## **8. LIMITATION OF LIABILITY**

1. In no event shall we or our affiliates be liable to you or any third party for any special, punitive, incidental, indirect, or consequential damages of any kind, or any Damages whatsoever, including, without limitation, those resulting from loss of use, Data or profits, whether or not we have been advised of the possibility of such damages, and on any theory of liability, arising out of or in connection with the use of this site or of any web site referenced or linked to from this site.

Further, we shall not be liable in any way for third party services offered through this site or for assistance in conducting commercial transactions through this site, including without limitation the processing of orders.

Some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages, so the above limitations may not apply to you.

2. Customer expressly agrees that use of your Polar Engraving website is at Customer's risk. Neither Polar Engraving, its employees, affiliates, agents, third party information providers warrant that Polar Engraving service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information contained in or provided through the Polar Engraving service, unless otherwise expressly stated in this contract.

3. Polar Engraving, its offices, agents, or anyone else involved in creating, producing or distributing Polar Engraving Service are not liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Polar Engraving services, whether or not limited to acts of God, including service disruption, communication failure, theft, destruction or unauthorized access to Polar Engraving records, programs or services. Customer hereby acknowledges that this paragraph shall apply to all content of Polar Engraving services.

## **9. INDEMNIFICATION**

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of this site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

## **10. SECURITY AND PASSWORD**

You are solely responsible for maintaining the confidentiality of your password and account and for any statements made and acts or omissions that occur through the use of your password and account. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to terminate your account if you do transfer or share your account.

We will not inspect or disclose the contents of private Communications except with the consent of the sender or the recipient, or in the narrowly defined situations provided under the Electronic Communications Privacy Act, or as other required by law or by court or governmental order. Further information is available in our Privacy Policy.

## **11. INTERNATIONAL USE**

Although this site may be accessible worldwide, we make no representation that materials on this site are appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do

so, on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this site is void where prohibited.

## **12. TERMINATION OF USE**

We may terminate or suspend your access to all or part of the site with or without notice and for any abuse, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive, or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension, or any other actions taken by us in connection with such termination or suspension.

## **13. GOVERNING LAW**

This site (excluding any linked sites) is controlled by us from our offices within the Florida, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Florida, by accessing this site both of us agree that the statutes and laws of the State of Florida, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue in the 20<sup>th</sup> Judicial Circuit in and for Collier County, with respect to Federal matters, the Middle District Court of Florida.

## **14. NOTICES**

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of Customer Service at [info@polarengraving.com](mailto:info@polarengraving.com), if by email, or at Polar Engraving 6166 Taylor Rd. #105 Naples FL 34109 if by conventional mail. Notices to you may be sent to the address supplied by you as part of your Registration Data.

## **15. ENTIRE AGREEMENT**

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter of this agreement and supersede all prior agreements and understandings of the parties with respect to that subject matter. These Terms of Use may not be altered, supplemented, or amended unless agreed to in a written agreement signed by you and us. Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, otherwise. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

## **16. MISCELLANEOUS**

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by you against us or our Affiliates must be instituted with one year after the cause of action arises or be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms of Use to any party, and any purported attempt to do so will be null and void. We may free assign our rights and obligations under these Terms of Use.

Each party warrant and represents that they fully authorized to execute and legally bind their respective entities.

You agree not to sell, resell, reproduce duplicate, copy, or use for any commercial purposes any portion of this site, or use of or access to this site.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

## **17. PAYMENT CONDITIONS AND PRODUCTION TIME**

By acknowledging and accepting the Terms of Use, you agree that you will pay by check or with credit card before receiving your goods, and or items. Once we receive your payment, our turnaround time is usually between 3-6 weeks, and we ship right after.

## **18. CONTACT INFORMATION**

Except as explicitly noted on this site, the services available through this site are offered by Polar Engraving located at 6166 Taylor Rd. #105 Naples FL 34109. Our telephone number is 239-597-8005 if you notice that any user is violating these Terms of Use, please contact us at [info@polarengraving.com](mailto:info@polarengraving.com).

## **Important Company Policies**

### **Payment, Ordering and Production Time:**

Your order must be submitted using our order forms and emailed to us.

We do not accept paper order forms or faxes. The order forms are available online at <http://polarengraving.com/order-forms/> or we can email you the form.

We do not start engraving your order until we receive **full payment of your invoice**.

You can mail us a check or pay by Visa or MasterCard over the phone.

If you want to pay with a Visa, MasterCard or American Express we charge a 2.5% processing fee (min. \$5).

To mail us a check use the address below.

### **Polar Engraving**

**6166 Taylor Road Unit 105**

**Naples, FL 34109**

Our regular production time is 3-6 weeks for the engraving, and we ship right after. If you need your order sooner, we can accommodate you with a rush order. We accept rush orders on a case-by-case basis depending on current production load, please call us if you think your order may require rush order service.

The rush order guarantees we start working on your order the next business day after we receive payment. Your order will ship as soon as it is ready. This **does not** include rush shipping.

The rush order fee is \$50 for orders under \$500 or 10% of your invoice if it is above \$500.

### **Donor Website and Brochure Order Form:**

Once we have all the required information we need, we will set up your donor website.

The donor website can take up to 7-14 business days to be completed.

When your donor website is complete, you will receive an email with your URL for review and approval.

After you review your website, we will allow for one more round of revisions submitted as **one email** within the first 30 days. If you require further revisions, we will charge you a \$100 administrative fee. Depending on additional changes, it may result in extra fees.

Once you approve your donor website, we can create your brochure order form.

We will use the same information as your donor website.

The turnaround time for the brochure can take up to 7-10 business days.

Once it is completed, we will email you the brochure as a Word and PDF file.

Should you need to make any changes, you can always modify the Word document.

We **do not** print your brochure order form; we only provide the electronic file. Your organization would be responsible for printing.

**By checking off this box, your organization confirms that you have read and accepted Polar Engraving's important company policies.**



**PLEASE NOTE: IT'S NOT POSSIBLE TO START WORKING ON YOUR DONOR WEBSITE UNTIL WE RECEIVE ALL REQUIRED INFORMATION, IF YOU HAVE QUESTIONS, PLEASE CONTACT US AT 239-597-8005**

## Donor Website Order Form

Organization Name:	
Contact Person's Name:	
Organization Website:	
Telephone Number:	
Email Address:	
Shipping Information:	
Address:	
City, State, Zip Code:	

Would you like us to design a <b>tri-fold brochure?</b> (You will need to print them out on your end).	YES <input type="checkbox"/>	NO <input type="checkbox"/>
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<b><i>DONATION PAYMENT METHODS:</i></b>	
1. Make <b>Check</b> Payable To:	
• Mailing Address:	
• City, State, Zip:	
2. <b>Do you have a STRIPE account?</b>	YES <input type="checkbox"/> NO <input type="checkbox"/>
1.) If not, the first step is to create your STRIPE business account (link is to the right):	<a href="https://dashboard.stripe.com/register">https://dashboard.stripe.com/register</a>
2.) After, we will integrate it into your donor website!	

<b>Which font do you want? (See below for choices):</b>																					
<b>Font style: "As Typed" or "ALL UPPERCASE"?</b>																					
<p><b><u>Please provide us with the following information for your website.</u></b></p> <ul style="list-style-type: none"> <li>- A written description of your project or fundraiser.</li> <li>- 2 or 3 images you would like on your site</li> <li>- (Optional) banner image; size should be 960px x 200px</li> <li>- Please email all your information and any additional clip art or logos for your site to <a href="mailto:MySite@polarengraving.com">MySite@polarengraving.com</a></li> </ul>	<p><b><u>Choose your font style (can also be a different one)</u></b></p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td>Abadi Condensed</td> <td><b>Arial</b></td> <td>Baskerville</td> <td>Blue Highway</td> </tr> <tr> <td>Book Antiqua</td> <td><b>Calibri</b></td> <td><b>Cambria</b></td> <td>Century Gothic</td> </tr> <tr> <td><b>CHELTENHEIM UPPER</b></td> <td>Classico URW</td> <td><b>Dinot</b></td> <td>Franklin Gothic</td> </tr> <tr> <td>Goudy Old Style</td> <td><b>Helvetica</b></td> <td><b>Impact</b></td> <td><b>NEUTRAFACE UPPER</b></td> </tr> <tr> <td>Quicktype Condensed</td> <td><b>Rockwell</b></td> <td>TRAJAN PRO</td> <td><b>WASABI</b></td> </tr> </table>	Abadi Condensed	<b>Arial</b>	Baskerville	Blue Highway	Book Antiqua	<b>Calibri</b>	<b>Cambria</b>	Century Gothic	<b>CHELTENHEIM UPPER</b>	Classico URW	<b>Dinot</b>	Franklin Gothic	Goudy Old Style	<b>Helvetica</b>	<b>Impact</b>	<b>NEUTRAFACE UPPER</b>	Quicktype Condensed	<b>Rockwell</b>	TRAJAN PRO	<b>WASABI</b>
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**PLEASE NOTE: IT'S NOT POSSIBLE TO START WORKING ON YOUR DONOR WEBSITE UNTIL WE RECEIVE ALL REQUIRED INFORMATION, IF YOU HAVE QUESTIONS, PLEASE CONTACT US AT 239-597-8005**

**Concrete Bricks:**

*You can pick up to two colors per size or a random selection of all 4 colors.*

Sizes available: 4" x 8", 8" x 8" & 12" x 12"

Colors available: Color # 10 Red, Color # 5 Brown (Tan), Color # 7 Gray, Color # 9 Beige

Size:		Size:	
Color:		Color:	
Price without Logo:		Price without Logo:	
Price with Logo:		Price with Logo:	

Size:		Size:	
Color:		Color:	
Price without Logo:		Price without Logo:	
Price with Logo:		Price with Logo:	

Size:		Size:	
Color:		Color:	
Price without Logo:		Price without Logo:	
Price with Logo:		Price with Logo:	

**Clay Bricks:**

Sizes Available: 4" x 8" & 8" x 8"

Colors Available: #12 Belden Clay

Size:		Size:	
Color:		Color:	
Price without Logo:		Price without Logo:	
Price with Logo:		Price with Logo:	

**Black Sugar Ceramic Tiles:**

Sizes Available: 4" x 8" and 8" x 8"

Size:		Size:	
Color:		Color:	
Price without Logo:		Price without Logo:	
Price with Logo:		Price with Logo:	

**PLEASE NOTE: IT'S NOT POSSIBLE TO START WORKING ON YOUR DONOR WEBSITE UNTIL WE RECEIVE ALL REQUIRED INFORMATION, IF YOU HAVE QUESTIONS, PLEASE CONTACT US AT 239-597-8005**

**Black Granite Tiles:**

Sizes Available: 12" x 12" ONLY

Size:		Size:	
Color:		Color:	
Price without Logo:		Price without Logo:	
Price with Logo:		Price with Logo:	

**Quarry Tiles:**

Sizes Available: 4" x 8", 8" x 8" & (12" x 12" only available in Red)

Colors Available: Beige, Gray & Red

Size:		Size:	
Color:		Color:	
Price without Logo:		Price without Logo:	
Price with Logo:		Price with Logo:	

Size:		Size:	
Color:		Color:	
Price without Logo:		Price without Logo:	
Price with Logo:		Price with Logo:	

**Donor Keepsakes:**

We offer optional 4" x 4" Replica Coaster as an additional revenue stream for your project.

Please indicate below how much you would like to sell them for. Your cost is \$7.00 per coaster.

Replica Coaster Price	\$
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**Clip Art, Logos or Artwork:**

Please indicate ID# for clip art from our library. Refer to our clip art library online:

<http://polarengraving.com/clip-art-gallery/>

We can also add your own clip art or logos. Custom clipart/logos/artwork must be emailed to

[MySite@polarengraving.com](mailto:MySite@polarengraving.com) together with the rest of your information.

Would you like ALL clip art from the following categories:

Animals	YES <input type="checkbox"/> NO <input type="checkbox"/>	Graphics	YES <input type="checkbox"/> NO <input type="checkbox"/>	Greek Life	YES <input type="checkbox"/> NO <input type="checkbox"/>
Holidays	YES <input type="checkbox"/> NO <input type="checkbox"/>	Life	YES <input type="checkbox"/> NO <input type="checkbox"/>	Mascots	YES <input type="checkbox"/> NO <input type="checkbox"/>
Military	YES <input type="checkbox"/> NO <input type="checkbox"/>	Monograms	YES <input type="checkbox"/> NO <input type="checkbox"/>	Nature	YES <input type="checkbox"/> NO <input type="checkbox"/>
Professional Org.	YES <input type="checkbox"/> NO <input type="checkbox"/>	Religious	YES <input type="checkbox"/> NO <input type="checkbox"/>	Sport	YES <input type="checkbox"/> NO <input type="checkbox"/>
The Arts	YES <input type="checkbox"/> NO <input type="checkbox"/>				

**IF YOU ONLY WANT CERTAIN CLIP ART FROM CATEGORIES, PLEASE LIST BELOW:**

Ex. A01, E05, etc.

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Do you want to offer your own clip art and logos?

Please email us your clip art and logos so we can upload them to your website.

YES  NO

Would you like your donors to be able to upload their own custom clip art and logos?

YES  NO

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(Name of Organization)

---

(Print Name of Authorized Representative)

X \_\_\_\_\_  
(Signature) (Date)

Polar Engraving Offers the Free Donor Website as a free service to our clients to help with their fundraising efforts. By signing this agreement, you agree that you have read and accepted Polar Engraving's Site Terms and Conditions of Use.

**Please complete, sign and email to:** [MySite@polarengraving.com](mailto:MySite@polarengraving.com)

Or Mail To:

**Polar Engraving**  
**6166 Taylor Road Unit 105**  
**Naples, FL 34109**