

About UPIC And The UPIC Directory

What Is UPIC And The UPIC Directory?

The Universal Promotional Identification Code (UPIC) is an identification system for the promotional products industry.

Your company's UPIC is its unique industry identifier. When promoted, placed on catalogs, used in industry business transactions and listed in the UPIC Directory, your UPIC allows qualified and verified industry companies to easily search for and locate information about your company.

Promotional Products Association International (PPAI), the industry's only international non-profit trade association, provides the UPIC FREE to all qualified and verified industry companies.

The company information found in the UPIC Directory ("UPIC Profile") is self-maintained and administered by the UPIC-listed company. Suppliers, distributors and industry service providers meeting PPAI's UPIC membership requirements are eligible to register for a FREE UPIC identifier and use the UPIC Directory. However, a company does not need to be a PPAI member to register, maintain a UPIC Profile or use the UPIC Directory.

What Is A UPIC Profile?

A UPIC Profile is the online and searchable record that contains basic contact and descriptive information about that particular company, such as company name, contact name, address, phone and fax numbers, website link, e-mail address, business type, etc. Companies may choose to enhance their UPIC profiles with more detailed company information by adding additional contacts, logos, business hours, company size, specialties, products, comprehensive descriptions, etc.

PPAI members are automatically qualified for a UPIC identifier and use of the UPIC Directory. Portions of PPAI members' UPIC Profiles are system-generated and pre-populated with information from PPAI's membership database. PPAI members may update and enhance portions of their UPIC Profiles through the self-maintenance features on the UPIC Directory or by updating their PPAI membership records.

In addition to the information provided by PPAI and the individual UPIC member company, UPIC Profiles may also contain relevant business information provided by PPAI business partners, other promotional products industry and non-industry companies, industry service providers and regional associations. Such information may include but not be limited to: credit information, product categories, industry sales volume, regional affiliations, product images, search criteria, and products and services PPAI deems beneficial to UPIC, the UPIC Directory and its users.

UPIC And The UPIC Directory: Terms And Conditions Of Use

A - Terms And Conditions

This following constitutes the "Terms and Conditions" under which you may use The UPIC Directory Website. Please read carefully.

1. The terms "You" and "User" as used herein refer to all companies, individuals and/or entities accessing this Website for any reason.
2. The UPIC Directory Website and other Websites owned and operated by PPAI are sometimes collectively referred to as "PPAI Website".

3. By using this Website and service, you are indicating your acceptance to be bound by these Terms and Conditions. PPAI (the "Association") may revise these Terms and Conditions at any time by updating this document.

4. PPAI shall have the right, at its sole discretion, to modify, add or remove any terms or conditions of these Terms of Use without notice or liability to you. Any changes to these Terms of Use shall be effectively immediately following the posting of such changes on this website. The most recent version of these Terms of Use may always be found at www.upic.org. You agree to review these Terms of Use from time to time and agree that any subsequent use by you of this website following changes to these Terms of Use shall constitute your acceptance of all such changes. These Terms of Use were last modified on January 31, 2006.

5. If you do not accept the Terms and Conditions stated here, do not use this Website and service. It is the responsibility of the user to visit this page periodically to review the Terms and Conditions because they are binding on you.

B - Use Of Website Content

1. The Website may be used only for lawful purposes by qualified and verified industry companies, service providers and individuals engaged in the business of promotional products sales, manufacturing, distribution, consulting or other services related to the industry.

2. Upon acceptance of your application for a UPIC identifier and the Terms and Conditions of Use, the Association authorizes You to view the content available on or from www.upic.org (the "Website") solely for the purpose of researching contact and business information on suppliers, distributors and other business entities with active UPIC profiles.

3. The UPIC Directory is designed to provide information on industry companies and individuals that meet the search criteria determined by You. Primary search results are provided in a list format and may be sorted to find the individual company, product or services you are seeking. Individual company profiles are accessed by selecting a single company's profile from the primary search list. The Terms of Conditions of Use strictly prohibits any attempt or activity (manual or otherwise) intended to download, extract or export multiple records.

4. The Terms and Conditions of Use strictly prohibits downloading or copying records contained in the Website for the purpose of any mass communications, including, but not limited to, mailing, e-mails, telemarketing, etc.

5. The Terms and Conditions of Use strictly prohibits downloading or copying data for building or adding to any other electronic or paper database for any purpose.

6. Additionally, the Association specifically prohibits any use of the Website, and all users agree not to use the Website, for any of the following:

a. Posting false or inaccurate biographical information or other information that is not an accurate representation of your company or personal profile

b. Posting pyramid schemes or other business opportunities, which require an up-front or periodic payment or requires recruitment of other members, sub-distributors or sub-agents

c. Deleting or revising any material posted by any other person or entity

d. Using any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any activity being conducted on this site

- e. Taking any action that imposes an unreasonable or disproportionately large load on the Website's infrastructure
- f. Disclosing to or sharing your password with any third parties or using your password for any unauthorized purpose
- g. Notwithstanding anything to the contrary contained herein, using or attempting to use any engine, software, tool, agent or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search any Association Website other than the search engine and search agents available from the Association on such Association Website and other than generally available third party web browsers (e.g., Netscape Navigator, Microsoft Explorer)
- h. Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of any Association Website
- i. Aggregating, copying or duplicating in any manner any of the Website content or information available from any Association Website
- j. "Framing" of or linking to any of the Website content or information available from any Association Website without written permission from an officer of the Association
- k. Selling or modifying the Website content or reproducing, displaying, publicly performing, distributing or otherwise using the Website content in any way except as provided for in our Terms and Conditions of Use or licensing agreements (The use of the Website content on any other Website or in a networked computer environment for any purpose is prohibited without the express written permission of the Association.)
- l. Copying or adapting the code that the Association has created to generate any Website content or the pages making up any PPAI Site (It is also protected by the Association's copyright.)

C - Copyrights, Trademarks And Other Laws

1. The contents of this Website and of all other Websites under the Association's control, whether partial or otherwise such as text, data, graphics, images, logos, button icons, software and other Website content (collectively, "Website content"), are protected under both United States and foreign copyright, trademark and other laws.
2. All Website content is the property of the Association, the Association's business partners or its content suppliers or clients. The compilation (meaning the collection, arrangement and assembly) of all content on this Website is the exclusive property of the Association and protected by U.S. and international copyright laws.
3. Unauthorized use of the Website content may violate copyright, trademark and other laws. You must retain and adhere to all copyright, trademarks, service mark and other proprietary notices contained in the original Website content any time You make use of the Website content.
4. You may not sell or modify the Website content or reproduce, display, publicly perform, distribute, or otherwise use the Website content in any way except as provided for in the Terms and Conditions of Use agreement. The use of the Website content on any other Website or in a networked computer environment for any purpose is prohibited without the express written permission of the Association.

5. You shall not copy or adapt the code that the Association has created to generate any Website content or the pages making up any PPAI Site. It is also protected by the Association's copyright.

Acceptable Website Use

1. You may not use the Website in order to transmit, distribute, store or destroy material, including, without limitation, Website content, (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others, or violate the privacy, publicity or other personal rights of others, or (c) that is defamatory, obscene, threatening, abusive or hateful.

UPIC Security Rules

1. Users are prohibited from violating or attempting to violate the security of the Website, including, without limitation, (a) accessing data not intended for such user or logging into a server or account the user is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to any PPAI Site, overloading, "flooding", "spamming", "mailbombing" or "crashing", (d) sending unsolicited faxes or e-mail, including promotions and/or advertising of products or services, or (e) forging any TCP/IP packet header or any part of the header information in any e-mail, correspondence or newsgroup posting.

2. Violations of system or network security may result in civil or criminal liability. The Association will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

PPAI Rights To User Information

1. When You register a company and/or individual for use and placement in the Website, You will be required to provide certain information including, without limitation, a valid e-mail address and phone number (your "Information").

2. In addition to the terms and conditions set forth in any privacy policy on this Website, You understand and agree that the Website is a semi-public directory designed to disclose certain information contained in your company and/or individual profile.

3. As a UPIC-listed company and/or individual, e-mail data will be displayed in your company and/or individual profile.

4. PPAI owns and operates the UPIC database and the UPIC Directory. As a condition of use of the UPIC Database, PPAI retains the right to solicit its own products and services to the companies in the directory. PPAI may also license, rent or otherwise distribute contact information from the UPIC database (including public and non-public e-mail addresses) to qualified third parties for their use in soliciting products and services that might be of value to your company.

5. To the extent necessary or appropriate to comply with applicable laws or in legal proceedings where such information is relevant, the Association may disclose all contained information.

User Submissions

1. As a user, You are responsible for your own profile and are responsible for the consequences of its posting.

2. You must not, and by using the Website, You agree not to, do the following things:

a. Post material that is copyrighted, unless You are the copyright owner or have the permission of the copyright owner to post it

- b. Post material that reveals trade secrets, unless You own them or have the permission of the owner
- c. Post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others
- d. Post material that is obscene, defamatory, threatening, harassing, abusive, hateful or embarrassing to another user or any other person or entity
- e. Post sexually-explicit images or statements
- f. Post chain letters or pyramid schemes
- g. Impersonate another person
- h. Post material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information

3. The Association and the Website does not represent or guarantee the truthfulness, accuracy or reliability of profiles posted by users or endorse any opinions expressed by users. You acknowledge that any reliance on material posted by other users will be at your own risk.

4. The Association and the Website act as a passive conduit for the online distribution and publication of user-submitted profile information and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring material posted by users other than industry qualification.

a. If notified by a user of communications which allegedly do not conform to these Terms and Conditions, the Association may investigate the allegation and determine in good faith and at its sole discretion whether to remove or request the removal of the communication.

b. The Association has no liability or responsibility to users for performance or nonperformance of such activities.

c. The Association reserves the right to expel users and prevent their further access to the Website for violating the Terms and Conditions or the law and the right to remove abusive, illegal or disruptive communications.

d. The Association may take any action with respect to user-submitted information that it deems necessary or appropriate in its sole discretion if it believes it may create liability for the Association or may cause the Association to lose (in whole or in part) the services of its ISPs or other suppliers.

5. The Association reserves the right to offer third-party services and products to You based on the preferences You identify in your registration and at any time thereafter. Such offers may be made by the Association or by third parties.

6. By submitting content to any public or nonpublic area of this Website or any other Association Website, You grant the Association the royalty-free, perpetual, irrevocable, sublicenseable (through multiple tiers), non-exclusive right (including any moral rights) and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any rights that may exist in such content.

7. You also warrant that the holder of any rights, including moral rights in such content, has completely and effectively waived all such rights and validly and irrevocably granted to You the right to grant the license stated above. You also permit any subscriber to access, display, view, store and reproduce such content for personal use. Subject to the foregoing, the owner of such content placed on the Website retains any and all rights that may exist in such content.

8. You also permit any subscriber to access, display or view such content for personal or business use only. Subject to the foregoing, the owner of such content placed on the Website retains any and all rights that may exist in such content.

9. We appreciate hearing from our industry members and welcome your comments regarding our services and the Association Websites. Ideas, drawings, concepts, inventions or other information (collectively the "Submission") shall be the property of the Association.

a. None of the Submission shall be subject to any obligation of confidence on our part, and we shall not be liable for any use or disclosure of any Submission.

b. The Association shall own exclusively all now known or later discovered rights to the Submission and shall be entitled to unrestricted use of the Submission for any purpose whatsoever, commercial or otherwise, without compensation to You or any other person who submitted the Submission.

Registration And Password

1. If any services in the UPIC Directory requires you to open an account or make changes to an existing account, you must complete the registration/update process by providing us with current, complete and accurate information. You may also be required to choose or update a password and/or user name.

2. You are responsible for maintaining the accuracy and content of your information and confidentiality of your password(s). Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify PPAI immediately of any unauthorized use of your account or any other breach of security. PPAI will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by PPAI or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

Policy Regarding Termination Of Users And Account Holders Who Repeatedly Infringe The Copyright Or Other Intellectual Property Rights Of Others

1. PPAI respects the intellectual property of others, and we ask our users, account holders and content partners to do the same.

2. The unauthorized reproduction, copying, distribution, modification, public display or public performance of copyrighted works constitutes infringement of the copyright owner's rights.

3. As a condition to your use of this Website, You agree not to use the Website or any other Association Website to infringe the intellectual property rights of others in any way.

4. We will terminate the accounts of any account holders and block access to our Website of any users who infringe on the copyrights or other intellectual property rights of others. We reserve the right to take these actions at any time, in our sole discretion, with or without notice and without any liability to the account holder who is terminated or to the user whose access is blocked.

The Association's Liability

1. The Website is only a venue. The Website acts as a venue for industry members to post a comprehensive industry directory and does not screen or censor the profiles offered.
2. The Association is not responsible for the actual transactions between industry directory listings. As a result, the Association has no control over the quality, safety or legality of the profiles, information or date provided, or the truth or accuracy of the information. In addition, note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, foreign nationals, underage persons or people acting under false pretenses. You assume all risks associated with dealing with others with whom You come in contact through use of this information.
3. Because user authentication on the Internet is difficult, the Association cannot and does not confirm that each user is who they claim to be. Because we do not and cannot be involved in user-to-user dealings or control the behavior of participants in the event that You have a dispute with one or more users, You release the Association (and our agents and employees) from claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes
4. The content may contain inaccuracies or typographical errors. The Association makes no representations about the accuracy, reliability, completeness, or timeliness of any content. The use of the content is at your own risk. Changes are periodically made to the information and may be made at any time. You acknowledge and agree that You are solely responsible for the form, content and accuracy of any profile or material contained therein placed by You on your website
5. THE ASSOCIATION DOES NOT WARRANT THAT ANY INFORMATION WILL OPERATE ERROR-FREE OR THAT ANY PPAI WEBSITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS.

IF YOUR USE OF ANY PPAI PROVIDED CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THE ASSOCIATION IS NOT RESPONSIBLE FOR THOSE COSTS. THE PPAI CONTENT AND USER PROVIDED CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. THE ASSOCIATION, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE ASSOCIATION MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE CONTENT, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS.

IN NO EVENT SHALL THE ASSOCIATION, ITS SUPPLIERS OR ANY THIRD PARTIES MENTIONED ON ANY PPAI WEBSITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE ANY PPAI CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE ASSOCIATION IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. If You are a California resident, You waive California Civil Code d1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Disclaimer Of Consequential Damages

IN NO EVENT SHALL THE ASSOCIATION, ITS SUPPLIERS OR ANY THIRD PARTIES MENTIONED ON ANY PPAI WEBSITE BE LIABLE FOR ANY DAMAGES WHATSOEVER

(INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE ANY PPAI CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE ASSOCIATION IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Links To Other Sites

1. The Website and certain other PPAI Websites contain links to third-party Websites. These links are provided solely as a convenience that may bring value to your business.
2. The Association is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party Websites.
3. If You decide to access linked third-party Websites, You do so at your own risk.

No Resale Or Unauthorized Commercial Use

1. You agree not to resell or assign your rights or obligations under these Terms of Use.
2. You agree not to make any unauthorized commercial use of the Website or any other PPAI Website in conflict with the Terms and Conditions of Use.

LIMITATION OF LIABILITY

1. PPAI'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY PPAI SITE OR YOUR USE OF THE WEBSITE CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED \$100.

Termination

The Association reserves the right, at its sole discretion, to pursue all of its legal remedies, including, but not limited to, deletion of your postings from this Website and the other PPAI Websites and immediate termination of your registration with or ability to access this Website and the other PPAI Websites and/or any other service provided to You by the Association, upon any breach by You of these Terms and Conditions or if the Association is unable to verify or authenticate any information You submit to the Website or other PPAI Website registration.

Indemnity

You agree to defend, indemnify and hold harmless the Association, its officers, directors, employees and agents from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, alleging or resulting from (i) any material You provide to a PPAI Website, (ii) any Website content that You use or (iii) your breach of the terms of these Terms and Conditions. The Association shall provide notice to You promptly of any such claim, suit or proceeding and shall assist You, at your expense, in defending any such claim, suit or proceeding.

General

1. The Association makes no claims that the Website content may be lawfully viewed or accessed outside of the United States. Access to the Website content may not be legal by certain persons or in certain countries.
2. If You access the Website from outside of the United States, You do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

3. These Terms and conditions are governed by the internal substantive laws of the State of Texas without respect to its conflict of laws principles. Jurisdiction for any claims arising under this agreement shall lie exclusively with the state or federal courts within Dallas, Texas.
4. If any provision of these Terms and Conditions are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.
5. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term.
6. Except as expressly provided in additional terms of use for areas of the Website, a particular "Legal Notice" or Software License or material on particular Web pages, these Terms and Conditions constitute the entire agreement between You and the Association with respect to the use of Website.
7. No changes to these Terms and Conditions shall be made except by a revised posting on this page.

Additional Terms Of Use

1. Certain areas of the Website and the other PPAI Websites are subject to additional terms of use. By using such areas, or any part thereof, You agree to be bound by the additional terms of use applicable to such areas.