



## GO Expression Acceptable Use Policy

GO Expression is a fair, friendly, equal opportunity marketplace, and we are delighted to welcome You here. However, to work properly, your full and unlimited co-operation and commitment is required.

The overall framework is defined in the GO Expression Terms of Service ("**Terms**"), including its return policy ("**Return Policy**"), and all provisions therein apply to any transaction via the new selling platform.

Before using GO Expression, please familiarize yourself with the Terms (<https://GO.Expression.sawgrassink.com/terms-conditions>) and with the Return Policy (<https://GO.Expression.sawgrassink.com/return-policy>).

### **IF YOU DO NOT AGREE WITH THE TERMS AND/OR THE RETURN POLICY, DO NOT USE GO EXPRESSION.**

If you have concluded a specific artist agreement with Sawgrass on licensing, royalties and other items, this agreement will also apply in full.

By accessing GO Expression Services ("**Services**"), you agree to abide by the terms of this Acceptable Use Policy ("**AUP**"). If you violate this Acceptable Use Policy (or authorize or help other to do so), and/or do not meet with the Expected Standards Sawgrass may suspend or terminate your use of the GO Expression Services. Sawgrass reserves the right to update or modify the AUP at any time by posting the revised AUP, without any claims of title for you. A misuse of Services (such as network abuses described hereunder) will also be considered as violation of these AUP.

To the fullest extent permitted by applicable law, Sawgrass declines any and all liability for your activities on GO Expression, including, but not limited to, your ability to make sales and gains, the quality, safety and legality of Designed Products (or any components thereof), the truth or accuracy of Designed Product descriptions, presentation on Your own- or third-party selling platforms, and litigations, disputes and third party claims in such respect.

Sawgrass makes no claim of ownership to any material, information, data, communications, text, graphics, links, audio, video, photos, or other information that you upload or otherwise make available through the Services ("**User Content**") to set up your product store ("**Store**").

You can remove your User Content from the Services at any time by deleting your Account; however, you acknowledge that Sawgrass may retain back-up or archival copies notwithstanding such termination.

You represent and warrant that you have the right to display and reproduce the User Content.

Sawgrass is eager to keep the GO Expression website and all related features up to date and properly running and will make every reasonable effort to quickly rectify any technical issues that may occur.



However, Sawgrass cannot be held liable for any shortfalls, power cuts or interruptions for whatsoever reason, and any damage that may occur.

## **A Violations of AUP**

### **Prohibited User Content and/or activities include:**

***Infringing User Content:*** Content that infringes or misappropriates the intellectual property rights or other rights of any person or entity, including copyright, moral rights, trademark, trade secrets, patent or rights of privacy or publicity.

***Illegal or Offensive User Content and/or activities:*** Any activities that are illegal or violate the rights of others, including without limitation, User Content or activities that defames or vilifies any person, people, races, religion, or religious group and is not obscene, pornographic, violent, indecent, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.

***Harmful User Content:*** User Content or other technology that contains malicious code, including but not limited to viruses, trojan horses, worms, time bombs, cancelbots, or any other computer programming routines that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, data, or personal information.

***Fraudulent User Content:*** User Content that is misleading and deceptive including without limitation fraudulent goods, services, schemes, or promotions.

### **Security Violations**

You may not use the Services to violate the integrity or security of any computer, network, or other related device.

#### **Prohibited activities include:**

***Unauthorized Access:*** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.

***Interception:*** Monitoring of data or traffic on a System without permission.

***Falsification of Origin:*** Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. The legitimate use of aliases and anonymous remailers is not prohibited by this provision.

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## Network Abuse

You may not make network connections to any users, hosts, or networks unless you have Sawgrass prior written permission to communicate with them.

### **Prohibited activities include:**

**Monitoring or Crawling:** Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.

**Denial of Service (DoS):** Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.

**Intentional Interference:** Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.

**Operation of Certain Network Services:** Operating network services like open proxies, open mail relays, or open recursive domain name servers.

**Avoiding System Restrictions:** Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

### **No E-Mail or other Message Abuse:**

You will not distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like “spam”), including commercial advertising and informational announcements. You will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission. You will not collect replies to messages sent from another internet service provider if those messages violate the AUP of that provider.

## **B Noncompliance with Expected Standards**

Sawgrass’ Go Expression marketplace is committed to non-violation to AUP (as stated in section A above) and endeavors to provide high-quality products and services (“Expected Standards”). In addition to section A above, our Expected Standards apply to any User Content and every Store, and we expect all Users to adhere in a committed and loyal manner. In case of noncompliance (irrespective whether such also qualifies as violation of AUP), Sawgrass reserves the right to suspend or to remove User Content and/or Stores, without claims and titles for the User against Sawgrass. Usually, Sawgrass will alert a User / Storekeeper of its intention to suspend or remove User Content / a Store from the Go Expression marketplace. However, Sawgrass shall not be obliged to do so.

To illustrate what Sawgrass considers as noncompliant with Expected Standards (please note this list is non-exhaustive):

- Noncompliant Store Setups – e.g., missing / inappropriate logo, name and/or biography
- Unallowed promotion in the biography – e.g., links to other businesses websites, private or commercial e-mails
- Poor design quality of more than one Product in the Store (inaccurate content, sizing, resolution, risk of bad production result)
- Private content or photos e.g., from a family member, if not explicitly used to showcase the personalization option of a product (apply greatest caution with representations minors)

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- Personalization function not applied (editable parts of the designs are not formatted correctly)
- Missing or wrong design description and/or no design tags added to the description
- Irregular Product updates (to be made at least every six (6) months following initial launch)
- Non-population of a new Store within seven (7) calendar days following Store setup
- Failure to co-operate in case of AUP violations.

In case of doubt, Sawgrass will be happy to provide guidance.

## **Monitoring & Enforcement**

We reserve the right, but do not assume the obligation, to investigate any violation of this AUP, or misuse of the Services and/or the noncompliance with Expected Standards. We may (i) investigate violations of this AUP, or misuse of the Services and/or noncompliance with Expected Standards; and/or (ii) remove, disable access to, or modify any content or resource that violates this AUP or any other agreement we have with you for use of the Services and/or does not meet Expected Standards.

We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this AUP.

Sawgrass will constantly monitor all offers on the GO Expression marketplace. In case of observed breaches, Sawgrass reserves, to the fullest extent permitted by applicable law, its right to block or to remove Your account and Your offers, temporarily or in a persisting manner. Sawgrass will endeavor, but is not obliged, to give previous notice. You may not grant any compensation if Your account has been blocked for breaches of the above.

Sawgrass also reserves the right to ask You to remove any Designed Product that does not comply, in Sawgrass' sole judgement and discretion, with the nature of the GO Expression marketplace. Following any notice by Sawgrass in that respect, you undertake to remove the incriminated Designed Product within twenty-four (24) hours from the website, without any title against Sawgrass. Should You refuse to remove the incriminated Designed Product, Sawgrass may block Your account with immediate effect, any You may not have any title against Sawgrass.

We trust, Dear Valued GO Expression Partner, that You fully adhere to these Market Place Rules, and we wish You every success in marketing Your Designed Products on the GO Expression Platform.

## **Reporting of Violations of this AUP**

If you become aware of any violation of this AUP, immediately notify us via email at [privacy@sawgrassink.com](mailto:privacy@sawgrassink.com) and provide us with assistance, as requested, to stop or remedy the violation.