

Effective Date: January 1, 2025

Welcome to **Listco Direct Marketing Inc.** (“Company,” “we,” “us,” or “our”). These Terms of Service (“Terms”) govern your use of our website located at listcodirect.com (the “Site”) and any services we offer (the “Services”).

By accessing or using our Site or Services, you agree to these Terms. If you do not agree, please do not use our Site.

1. Use of the Site

You may use our Site only for lawful purposes and in accordance with these Terms. You agree not to:

- Violate any applicable law or regulation.
 - Infringe the rights of others.
 - Attempt to interfere with the Site’s security or functionality.
 - Upload or distribute any harmful code or malware.
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2. Services and Orders

Listco Direct Marketing Inc. provides direct mail marketing, printing, mailing list management, and related services. Specific services may be subject to separate agreements or order forms. We reserve the right to refuse any order at our discretion.

Prices and services are subject to change without notice. We are not liable for errors in descriptions, pricing, or availability.

3. Intellectual Property

All content on the Site, including text, graphics, logos, images, and software, is owned by or licensed to Listco Direct Marketing Inc. and protected by copyright and other laws.

You may not copy, reproduce, distribute, or create derivative works without our written permission.

4. User Content

If you provide or upload any content (e.g., artwork, data for printing, mailing lists), you represent and warrant that:

- You have the legal right to use and share it.
- It does not violate any law or rights of others.
- It does not contain harmful or unlawful material.

We may refuse or remove any content at our discretion.

5. Privacy

Your use of our Site is also governed by our **Privacy Policy**, which explains how we collect, use, and protect your information. Please review it here: www.listcodirect.com/privacy.

6. Disclaimers

Our Site and Services are provided **“as is” and “as available”** without warranties of any kind, express or implied. We do not warrant:

- That the Site will be error-free or uninterrupted.
 - That defects will be corrected.
 - That the Site or server are free of viruses or harmful components.
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7. Limitation of Liability

To the maximum extent permitted by law, Listco Direct Marketing Inc. and its affiliates will not be liable for any indirect, incidental, special, or consequential damages arising from your use of the Site or Services, even if advised of the possibility.

Our total liability for any claim will not exceed the amount you paid us for the applicable Services.

8. Indemnification

You agree to defend, indemnify, and hold harmless Listco Direct Marketing Inc., its officers, directors, employees, and agents from any claims, liabilities, damages, or expenses arising from:

- Your use of the Site or Services.
 - Your violation of these Terms.
 - Your infringement of any third-party rights.
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9. Modifications to Terms

We may update these Terms at any time. Changes are effective when posted. Your continued use of the Site means you accept the revised Terms.

10. Governing Law

These Terms are governed by the laws of the State of New York, without regard to conflict of laws principles. Any dispute will be resolved in the courts located in New York.

11. Termination

We may suspend or terminate your access to the Site or Services at our discretion, without notice, if you violate these Terms or for any other reason.

12. Contact Us

If you have questions about these Terms, please contact us:

Listco Direct Marketing Inc.

1276 46th Street

Brooklyn, NY 11219

Email: info@listcodirect.com
