

Terms of Use Agreement

This Terms of Use Agreement sets forth the standards of use of the PrintPlace.com Online Service. By using the PrintPlace.com website you (the "Member") agree to these terms and conditions. If you do not agree to the terms and conditions of this agreement, you should immediately cease all usage of this website. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this agreement without prior notice. Modifications shall become effective immediately upon being posted at PrintPlace.com website. Your continued use of the Service after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

• Change Orders

Any jobs that have been approved or "sent to press" cannot be altered or changed due to the automated process that results from the "send to press" action. If a request is made for a job to downgrade, including but not limited to turn around time, quantity, shipping method etc, before the digital proof is approved, a change order fee of \$15.00 will be deducted from the refund.

• Turn Around Times

Turnaround times begin ONLY when the following criteria have been met

1. Your order has been entered, processed and transaction approved.
2. You have uploaded your artwork for your job.
3. You have viewed and approved your proof and clicked the "send to press" button, thus sending your job to press.
4. After approval, Quality Control personnel may stop your job as having SUSPECT ART if they believe the artwork has defects (i.e. low resolution) that will cause it to print unsatisfactorily. In this event, you will receive an email message notifying you of this, and your job will be put on hold until you re-submit and re-approve new art or send the job to press as-is. While a job is on hold in this manner, the production clock is ON HOLD. PrintPlace.com is not responsible for expediting your order if time is lost as a result of the customer's failure to meet production design requirements. Note that this does NOT apply if you choose NO ART CHECK in the checkout process.
5. If you choose to order a hard copy proof, it will be mailed the day after you approve your artwork. The time it takes for a customer to receive, sign, and return a color proof does NOT count in the production calendar. A job is considered ON HOLD until the signed proof is returned. Proof approval typically takes two days (one day transit to the customer, one day transit to return the proof to PrintPlace.com). Note that if a hard copy proof is ordered, it MUST be SIGNED and RETURNED before production recommences.

All turn around times are based on business days. Monday through Friday and exclude all national and federal holidays. All jobs submitted into production before 6:00pm CST will begin production the following business day. Visit <http://www.printplace.com/static/Online-Printing-Turnaround-Times.aspx> for an illustrated turnaround time chart.

EXAMPLE: if a 3 day turn job is submitted, approved, and sent to press on a Monday before 6:00pm CST, Day 1 of turnaround time is the following business day and the job would ship out on Thursday of that same week.

PrintPlace.com strives to ship every job on time; however, ship dates should be considered estimates. Production delays, weather conditions and mechanical malfunctions, etc. can sometimes cause jobs to ship late. In the event PrintPlace.com ships a late job, the price difference between the requested and actual print schedule will be credited back towards the client's account. PrintPlace.com is not responsible for upgrading the shipping method to accommodate a missed estimated ship date. Customers may upgrade the shipping method prior to the job actually shipping at their own expense. Cancellation of a job or entire order based on turnaround time is permitted ONLY if a Customer Service Supervisor agrees to these terms in writing as a condition during order entry. If you have a time-sensitive job, please be sure to notify customer service.

• Official PrintPlace non-production dates:

New Years day – Jan 1

Memorial Day – Last Monday in May

Independence Day – July 4th

Labor Day – First Monday in September

Thanksgiving – 4th Thursday & Friday in November

Christmas – December 25th

• **Hardcopy Proofs**

A hard copy color proof guarantees a reasonable likeness to the final printed pieces. However, it is printed on a substrate that does not match the final paper stocks used in our printing process. The hard copy color proof is color-matched to a four color process on coated papers and does NOT simulate other stocks such as uncoated paper or plastic. While a hard copy color proof will visually show color, variation between the hard copy color proof and the final printed piece is to be expected. If a variation occurs due to these circumstances, the resulting printed job is considered an acceptable print performance.

If you submit a job and do not request a hard copy color proof, your job(s) will be printed as is. PrintPlace.com will not be liable for color variation from the soft-proof. If a color proof is chosen by customer, it will be PrintPlace.com's responsibility to match that proof and the job will be printed accordingly. PrintPlace.com will make every effort to match the colors of your submitted artwork, whether your job is color critical or not. It is the customer's responsibility to determine if the job is color critical.

• **Art Resolution Requirements**

You must provide at minimum 300 dpi high resolution images suited for offset printing. PrintPlace.com is not liable for images printing as bitmaps as a result of the customer providing low-resolution images.

• **Bleed and Caution Margin Requirements**

You must include 1/8" symmetrical bleed for designs which have content extending to the trim line. You must exclude important content from the caution zone, defined by the inner 1/8" margin to the trim lines. PrintPlace.com allows for a 1/16" tolerance for error with each bindery process, therefore adherence to bleed and caution margins are important to image fidelity.

• **Backing up artwork on two sided works**

You must upload artwork so that the finished piece backs up correctly. For flat, folded and die-cut work, excluding bound products, all pages are backed up head to head. The head of a page is defined by the top of the rendered proof and the bottom is called the foot (helpful hint: on a PrintPlace pdf proof, the head will always be designated as the PrintPlace logo on top). The head of one side backs up to the head of the other page on two sided work. PrintPlace.com recommends that you always print laser proofs and back them up head to head to make a folding dummy, which will ensure your artwork is set up properly. You may need to rotate a page after proof review and resubmit art to ensure your pages will back up properly.

• **Bound Jobs**

Our automated system requires that art is uploaded as a single, multi-page pdf file. Page sorting is the same as when viewing your book; for example, 28-page booklet or calendar (sorting order) pdf: page 1 = outside front cover; page 2 = inside front cover; page 3-26 = subsequent pages; page 27 = inside back cover; page 28 = outside back cover. PrintPlace.com will not be able to proceed with your bound product order unless these minimum requirements are met.

• **Color Space Conversion**

PrintPlace.com is not responsible for any color shift that occurs in conversions from RGB to CMYK color modes. For best results, always using CMYK colorspaces when creating your artwork.

• **Blacks/Rich Black**

Full color jobs that contain large solid areas of black ink should have the black set up as CMYK black (60, 40, 40, 100). PrintPlace.com will not be liable for printing a consistent, solid and rich black if artwork is not set up to this specification (rich black should not be used for text).

• **Gang Run Printing**

A gang-run is the method of producing print jobs for clients that lowers costs by printing several print jobs together on the same print run, thus spreading the cost of the printing amongst all jobs on the form. ALL gang run printing is subject to a 10% color variance. If a job is color critical, then the necessary attention it needs cannot be attained in a gang-run format. Therefore, the job must be printed by itself without the discounted price of gang-run printing. Color critical jobs require a dedicated run where the press is calibrated specifically to that run and job rather than a gang-run with other print jobs.

• **Reprints**

Customers must notify PrintPlace.com within 1 business day of order delivery to report any defects discovered in the ordered product. 100% of the product should be returned to PrintPlace.com at the customer's expense within 5 business days from the date of delivery. Should the claim be approved by PrintPlace.com, a reprint at no cost will be shipped to the customer using the original shipping method.

• **Refunds and Cancellations**

All sales are final. No refunds are available on orders unless art files have NOT been uploaded to the site, submitted to customer service or sent to press. On jobs that meet the above criteria, a \$15 processing fee will be charged for each job cancellation. On jobs that meet the above criteria, you must contact PrintPlace within 30 days to request your refund. Any refund requests approved after 30 days will be issued as a credit toward the next order. If an order is cancelled after we have sent You a hard copy proof, those charges for the hard copy proof are non-refundable.

• **Overruns and Underruns**

Over-runs or under-runs will not exceed 5%. If a job is short, PrintPlace.com will prorate the missing quantity in the form of a credit toward future orders or at our discretion a reprint of the missing amount will be allowed for jobs missing 500 or more pieces.

• **Marketing Promotions and Discount Codes**

Please note that all prices and specifications are subject to change without notice. Check www.PrintPlace.com for updated online advertised price. Qualifying purchases should be placed online along with the code and paid in full before the promotion expiration time. Offers are not valid for previous purchases. Non-shipping related promotions apply to printing charge only; custom quotes, mailing postage, shipping charges and sales tax, etc. is excluded from offer discounts. FedEx Ground shipping promotion is limited to packages shipped within the Continental U.S. with the selection of the FedEx Ground option only; the maximum value of the offer may vary by product or campaign. One discount code per order only, promotions or credits cannot be combined.

• **Shipping**

PrintPlace.com ships all jobs via Federal Express (FedEx). Once a package has shipped, PrintPlace.com will not be responsible for late or damaged packages. Delivery dates are not guaranteed and may include extra transit time in case of unforeseen delays. No refund on shipping charges will be made on any job once it has shipped.

• **Email Notifications**

If you use an address with an email filter that requires each sender to fill out a form, you may not receive our automatic notification messages. PrintPlace.com is not responsible for automated email notifications that are redirected due to a customer's email filter settings. It is the customer's responsibility to check their "my account" page or contact a Customer Service Representative for the most current information on their order. By creating an account, requesting a sample pack or ordering product from Printplace.com you agree to receive various emails from Printplace.com pursuant to our privacy policy. Email Job Status Notifications are sent in regards to job status changes, job shipment, job related warnings such as delays or art issues. Periodic newsletters, product specials, one-time sales, new coupons and time-sensitive offers are also sent pursuant to our privacy policy and Member opt-in or opt-out requests. If you wish to be removed from the special offer emails please click the remove link at the bottom of the email.

• **Transfer of Title**

The customer agrees that the shipping terms for all printed Products are FOB shipping point and ownership transfers to the customer upon shipment. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier. For any Product that is to be provided to the customer in an electronic format, the customer agrees that delivery of such Product shall be deemed to have occurred either (a) at the

time we transmit the Product via email or other electronic communication addressed to the customer or (b) at the time we transmit a notification to the customer that the Product is available for downloading from the Site.

• **Disclaimer of Warranties**

The site is provided by PrintPlace.com on an “as is” and on an “as available” basis. To the fullest extent permitted by applicable law, PrintPlace.com makes no representations or warranties of any kind, express or implied, regarding the use or the results of this web site in terms of its correctness, accuracy, reliability, or otherwise. PrintPlace.com shall have no liability for any interruptions in the use of this Website. PrintPlace.com disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties; therefore the above-referenced exclusion may not be applicable.

• **Limitation of Liability**

PRINTPLACE.COM SHALL NOT be liable for any damages whatsoever, and in particular PrintPlace.com shall not be liable for any special, indirect, consequential, or incidental damages, or damages for lost profits, loss of revenue, or loss of use, arising out of or related to this web site or the information contained in it, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if PrintPlace.com has been advised of the possibility of such damages. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS ARE NOT APPLICABLE.

• **Indemnification**

Member agrees to indemnify and hold PrintPlace.com, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys’ fees and costs, made by any third party due to or arising out of Member’s use of the Service, the violation of this Agreement, or infringement by Member, or other user of the Service using Member’s computer, of any intellectual property or any other right of any person or entity.

• **Right to Refuse Service**

PrintPlace.com reserves the right to cancel or otherwise refuse to print jobs it deems are obscene or offensive, including but not limited to pornographic materials. PrintPlace.com reserves the right to charge the customer for services rendered up to the point that the job was cancelled.

• **Modifications and Interruption to Service**

PrintPlace.com reserves the right to modify or discontinue the Service with or without notice to the Member. PrintPlace.com shall not be liable to Member or any third party should PrintPlace.com exercise its right to modify or discontinue the Service. Member acknowledges and accepts that PrintPlace.com does not guarantee continuous, uninterrupted access to our website and operation of our website may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

• **Third-Party Sites**

Our website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therein. We encourage all Members to review said privacy policies of third-parties’ sites.

• **Disclaimer Regarding Accuracy of Vendor Information**

Product specifications and other information have either been provided by the Vendors or collected from publicly available sources. While PrintPlace.com makes every effort to ensure that the information on this website is accurate, we can make no representations or warranties as to the accuracy or reliability of any information provided on this website. PrintPlace.com makes no warranties or representations whatsoever with regard to any product provided or offered by any Vendor, and you acknowledge that any reliance on representations and warranties provided by any Vendor shall be at your own risk.

• **Governing Jurisdiction of the Courts Texas**

Our website is operated and provided in the State of Texas. As such, we are subject to the laws of the State Texas, and such laws will govern this Terms of Use, without giving effect to any choice of law rules. We make no representation that our website or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the internal laws of the State Texas.

• Compliance with Laws

Member assumes all knowledge of applicable law and is responsible for compliance with any such laws. Member may not use the Service in any way that violates applicable state, federal, or international laws, regulations or other government requirements. Member further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

• Copyright and Trademark Information

All content included or available on this site, including but not limited to site design, text, graphics, interfaces, and the selection and arrangements thereof is ©2006 PrintPlace.com, with all rights reserved, or is the property of PrintPlace.com and/or third parties protected by intellectual property rights. Any use of materials on the website, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of PrintPlace.com is strictly prohibited. Members agree that they will not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the content contained therein without prior written permission of an authorized officer. Member assumes all knowledge of applicable law and is responsible for compliance with any such laws. Member may not use the Service in any way that violates applicable state, federal, or international laws, regulations or other government requirements. Member further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

• Reproductions of Currency

The law sharply restricts photographs or other printed reproductions of paper currency, checks, bonds, revenue stamps and securities of the United States and foreign governments.

• U.S. Currency

The Counterfeit Detection Act of 1992, Public Law 102-550, in Section 411 of Title 31 of the Code of Federal Regulations, permits color illustrations of U.S. currency provided:

- The illustration is of a size less than three-fourths or more than one and one-half, in linear dimension, of each part of the item illustrated
- The illustration is one-sided
- All negatives, plates, positives, digitized storage medium, graphic files, magnetic medium, optical storage devices, and any other thing used in the making of the illustration that contain an image of the illustration or any part thereof are destroyed and/or deleted or erased after their final use.

We attempt to check customer artwork for these requirements, but do not guarantee and are not responsible if a reprint becomes necessary because customer supplied artwork does not meet legal requirements.

Copyright and Trademark Information links to the web sites of Vendors is not intended to imply, directly or indirectly, that those Vendors endorse or have any affiliation with PrintPlace.com.

• Notification of Claimed Copyright Infringement

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, PrintPlace.com designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

By Mail
1130 Avenue H East
Arlington, TX 76011
By Phone: (817) 701-3555
By Fax: (817) 701-3565
By Email: customercare@printplace.com

• Botnets

PrintPlace.com retains the right, at our sole discretion, to terminate any accounts involved with botnets and related activities. If any hostnames are used as command and control points for botnets, PrintPlace.com reserves the right to direct the involved hostnames to a honeypot, loopback address, logging facility, or any other destination at our discretion.

• Other Terms

If any provision of this Terms of Use Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Terms of Use Agreement and any other agreements referenced herein may be assigned by PrintPlace.com, in our sole discretion, to a third party in the event of a merger or acquisition.

This Terms of Use Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a Member. Member agrees that by accepting this Terms of Use Agreement, Member is consenting to the use and disclosure of their personally identifiable information and other practices described in our Privacy Policy Statement.

Additional Terms and Conditions For Mailing Services

PLEASE READ THESE TERMS OF USE CAREFULLY.

- By extending payment to Print Place for postage due for your mailing job, you acknowledge and signify your unconditional assent to these terms of use and the fact that all terms and conditions herein apply to Print Place (PrintPlace.com) and all of our affiliates separately and collectively as applicable.
- Payment of postage is required in advance for all mailings (minimum 48 hours before the job is delivered to USPS for mailing). Postage may be paid by cashier's check, money order or wire transfer. Credit cards are accepted for postage payment; however, a 5% convenience fee will be added to postage transactions only.
- Mail Processing as purchased on the website includes: data processing 1 list, CASS (USPS® certification process for ZIP + 4 matching software) and PAVE, inkjet addressing, sorting & delivering to USPS for mailing. Additional services are available for additional fees: inserting, tabbing, merging multiple databases, sequential numbering, NCOA and mail list services. Unless otherwise instructed, Print Place will not remove duplicate names (de-dupe) from all lists submitted for processing where the name and address match. 100% accuracy of removal cannot be guaranteed due to data variances.
- U.S. Postal Service requires that all first class presorted mailings comply with Move Update. Print Place assumes no responsibility for failure to do so.
- Estimated postage rates may increase due to the design of mail piece, final weight, size, or shape.
- If you do not utilize Print Place templates to design your mail piece, it is possible that your mailing will not pass USPS requirements for barcode readability and thus the postal rate will increase. The design must include a minimum 4" wide x 2" tall complete white/unprinted area in the bottom right corner of the mailing side/panel. This allows sufficient room to inkjet address and barcode - otherwise, your mailing will not qualify for automated postal discounts and will mail at non-automated rates thus increasing your postal costs.
- Print Place uses ASCII comma delimited, Xcel, and DBF formats for data compilation for mailing services. Although many formats can be converted to DBF, a compatible mailing service software format cost of \$75 per hour may be incurred to reformat mailing lists to meet our specifications. This is also referred to as list hygiene.
- Print Place cannot be held liable for data supplied by the customer or list broker or for list errors created within the computer processing of a job due to bad data.
- Print Place agrees to maintain the strict confidentiality of all information contained in a customer's mailing list. Print Place agrees that the customer's mailing list is and remains the exclusive property of the customer and shall be used only with customer's instructions, and not sold or given to any parties outside of Print Place. It is the customer's or customer's list vendor's responsibility to maintain a duplicate copy of its mailing list as Print Place assumes no responsibility or liability for replacement (or reprocessing) of such lists in the event of loss by fire, vandalism, theft or other such causes while said lists are in possession of Print Place.
- For mailing lists purchased from Print Place, Print Place offers a deliverability guarantee of 85% on Business lists and 92% on Consumer lists if mailed within 30 days of the order. Deliverability applies solely to the accuracy of the mailing addresses themselves and not to the accuracy of any other element of the mailing list, including, but not limited to, contact names and/or any other demographic criteria or element. Customer remains fully responsible for payment of any ordered list in the event that the printing and/or mailing portion of the order is cancelled by customer.
- There is a possibility of up to 5% shortage of the printed pieces before they arrive to Mail Services.
- Print Place has no control over and is not liable for the delivery schedule of the USPS, nor can we accept responsibility for the actual delivery date.

- Unless special arrangements have been made to hold the extra/un-mailed pieces for an additional mail drop, • Print Place will send the un-mailed pieces to the address you entered at Order/Checkout, via the shipping method you chose. Extras ship within 2 business days of the mailing date in most cases. Print Place will process and deliver jobs to USPS 2-3 business days after the final Ship Date of the printing portion as purchased on the website, providing postage has been paid at least 48 hours in advance. If processing falls within Print Place observed holidays, add one (1) additional day to the Mail Processing time. Expected delivery date and processing times are not guaranteed. Your order may deliver to the USPS late due to unforeseen delays in delivery service, natural disaster, the breakdown of equipment, bad weather, etc.

Limitations of Liability for Mailing Services

- Any liability for any error, mistake or failure to perform services hereunder is expressly limited to the value of the work performed.
- Print Place's responsibility is limited to preparing/processing your mailing and completing delivery to the U.S. Postal Service. Print Place shall not be liable for USPS performance failures or delivery delays. Print Place accepts no responsibility for any additional services performed outside of Print Place, including but not limited to additional ink jetting, bindery or mail delivery services.