



TERMS OF USE AGREEMENT

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- i. any defamatory, threatening, obscene, harassing, or otherwise unlawful information.
- ii. any advertisement, solicitation, spam, chain letter, or other similar type of information.
- iii. any encouragement of illegal activity.
- iv. unauthorized use or disclosure of private, personally identifiable information of others; or
- v. any materials subject to trademark, copyright, or other laws protecting any materials or data of others in the absence of a valid license or other right to do so.

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Order Protocol

All orders received and accepted by MB Printer are final and non-cancellable unless MB Printer provides written agreement of such cancellation (such determination is at MB Printer' sole discretion) any such cancellation will require that MB Printer are immediately compensated in full for all completed work including costs and expenses associated therewith. Orders cancelled before any production is done will be charged a \$250.00 [*] fee to cover administration costs due to cancellation. All orders are subject to the terms of this Agreement and the terms contained in any MB Printer purchase order, if any, that may accompany any order. In the event of a conflict between the terms of this Agreement and those of a MB Printer purchase order, the terms of the Purchase Order, unless otherwise expressly stated herein, shall control [*].

- i. You are fully responsible for final proof and layout approval prior to printing. You must proofread all submissions carefully before submitting them to MB Printer. Any jobs that have been approved and/or sent to press cannot be altered or changed due to the nature of the printing process and no refund will be given.
- ii. You may not change, alter or cancel an order in whole or in part after it has gone to print and may only do so prior to the order going to print upon receiving written approval from MB Printer which approval MB Printer may give or withhold in their sole discretion. If Printers provides written approval to cancel you approve and agree to pay a cancellation fee, plus extra costs for work done or costs incurred by MB Printer up to the point of actual cancellation.
- iii. Quotes are only valid for work performed according to the original specifications. If through your error or change of mind, work has to be done a second time or more, such extra work will carry an additional charge for the work performed. Corrections that are submitted as a single page PDF will be charged at current rate. All charges related to such changes/alterations shall be at the MB Printer' then applicable pricing. You will also be responsible for costs incurred prior to the change/alteration and any additional processing charges. Any such costs may, at MB Printers' sole discretion, be required to be paid in full before the change/alteration may occur.
- iv. Acceptance of order is based on conformity to quoted specifications. Orders not conforming to quote specifications may require changes in price and/or schedule. MB Printer reserve the right not to accept an order if it does not conform to quoted specifications. A quotation is valid for 30 days.
- v. It is your responsibility to carefully review all estimates including product quantities, production details and options, shipping details and options, shipping rates, mailing and postage rates if any. Printers will complete your job substantially in accordance to the details and specifications that you select. If there is anything about your order that you do not understand or that you need clarification of, it is your responsibility to seek and obtain clarification from MB Printer.
- vi. All quotes are approximates that may change prior to commencement of the project. All mailing and postage costs are subject to change up to the point of actual shipment.
- vii. All quotes are good for 30 days unless otherwise stated in writing.
- viii. A signature, initials or other approval by you or your representative is considered authorization to produce the job and a re-affirmation of your agreement to these terms and conditions.



MB Printer are not responsible for any of the following

By utilizing this site and/or by placing and order you agree that MB Printer are not liable or responsible for any of the following:

- i. Color selection errors introduced by you in the artwork file creation process or otherwise.
- ii. Transparency errors created in your art files.
- iii. Errors resulting from user selected options such as font, type size, finishing options, etc.
- iv. Your spelling, punctuation or other grammatical errors or your failure to identify same in proofs.
- v. Duplicate orders placed by you.
- vi. Incorrect layout dimensions, folding, scoring, hole drilling, die cutting or other custom services.
- vii. Slight color variations between submitted images and final prints, shifts in color due to MB Printers changing and image from RGB (red, green, blue) or Pantone spot colors to digital CMYK (cyan-magenta, yellow, key black) or grayscale (key black) during the conversion process. The Brightness, Whiteness and Shade of different paper substrates.
- viii. You are 100% responsible for the accuracy of your artwork. It is your responsibility to proofread all text, make certain images are high resolution (300 dpi), and CMYK color format. When you submit a job, you are certifying that the job is “ready for print” and relieving MB Printer of liability if the final product has typos, color variations, misinformation and/or low resolution. You are 100% responsible for errors made during the proofing set up that are not caught and rejected by you during the proofing stage. MB Printer do not take on or have the responsibility to identify such errors and are not responsible for any such errors.
- ix. Slight color shifts in an order. For purposes of this Agreement the determination of what is a ‘slight color shift’ is in the sole discretion of MB Printer.
- x. Storing your artwork. We may, but we are not required to, save your files.
- xi. Errors in shipping and reshipping addresses provided by you.
- xii. Delays due to any of your actions or inactions including, delayed proof approval and delayed payment.
- xiii. Accuracy or functionality of QR codes, barcodes or any other tag or thing that is meant to be electronically read.
- xiv. Damages, of any type or kind, to you or to any third party caused by receiving printed materials that are incomplete, defective or received later than the estimated delivery date.
- xv. Failure to meet expected deadlines due to improper file composition changes in artwork or services during the proofing and production process.
- xvi. Shipping times are not guaranteed and services related to shipping are not refundable.
- xvii. Protection of any of your passwords and you agree that you are fully responsible for protecting your passwords and controlling access to your account(s).



- xviii. Damages or delays of any type and arising from Partners failure to make, or delay in making a delivery due to Partners inability to obtain materials in the amount and/or of the grade required to meet your order or for other delays caused by events or circumstances beyond Printer's reasonable control.
- xix. Any applicable tax related to your order. Any applicable tax related to your order is your exclusive responsibility.

Limited Guarantee

To the extent that any of the work of MB Printer is guaranteed, that guarantee must be in writing signed by MB Printer. MB Printer' guarantee, if any, is limited as follows:

- i. Replacement of the original print order quantity to the specifications of the original approved artwork files. If MB Printer, in its sole discretion, determines that it cannot, or that it is impractical to replace the order it may, in its sole discretion, choose to instead refund all or a part of the original order. Any such refund shall exclude shipping, postage or related costs and expenses.
- ii. This limitation is valid notwithstanding anything to the contrary as stated in any relevant purchase order or anything else.

Payment Terms

MB Printer require the following payment terms and methods apply:

- i. All prices and amounts are in U.S. Dollars (USD) unless otherwise noted in writing. If you submit a request to purchase printing products, mailing services or any other products or services, you agree that all charges, taxes and shipping and processing fees will paid immediately or can be automatically charged to your credit card or otherwise immediately paid by a payment method that has been approved in writing by MB Printer.
- ii. Once a print job has been approved, no changes are allowed to the artwork files, job characteristics, or printing turnaround time.
- iii. MB Printer reserves the right to cancel any order based on incorrect price, inaccurate applications or any other reason that pricing may be inaccurate.
- iv. All sales are final unless otherwise noted in writing.
- v. No refunds will be given once Printers begins work on your order.
- vi. No work will commence on an order until full payment is received by Printers unless otherwise noted in writing signed by MB Printer.



- vii. Your order, and its pricing, is based on continuous and uninterrupted production. Delays caused by interrupted production caused in whole or in part by you or by your changes, corrections, editing, rewrites and/or any other reasons will be charged for any extra costs incurred due to handling, storage, increased costs of labor and material and other additional items and may result in delayed turnaround and/or delivery time for which you agree MB Printers is not responsible or liable for.
- viii. Orders exceeding two (2) months production from placement of order will be subject to payment by You for all costs incurred within that period.
- ix. You will be charged a \$35.00 fee for each occurrence in the event of any returned check or charge card decline. In the case that a charge card is declined, You may also incur additional handling fees if shipments must be re-processed due to the delay caused by the charge card being declined.

Proofs

MB Printer will provide proofs upon Your request at current rates. All proofs will be shipped via one of My Book Printer's approved carrier(s), at Your expense. If revised proofs are desired, request must be made when a proof is returned. Costs for additional proofs due to Your correction/revision will be billed at the current rates. You agree that You are fully responsible for final proof and layout approval prior to commencement of the printing project. You agree that MB Printer are not liable for delays caused by Your non-approval or delayed approval. If a proof has been provided for Your project it will not commence without Your approval.

You hereby acknowledge Your understanding that an electronic proof is Your final opportunity to confirm important and all aspects of the proof against the original including, fonts and texts, layout, bleeds, font, format, punctuation, image content and placement, etc. Once You provide Your proof approval the order will proceed to production and no changes will be possible.

MB Printer will also provide hard copy proofs for an additional fee. Hard copy proofs provide the most accurate representation of Your printed project. Hard copy proofs will be provided as close to the final as is reasonably possible. You agree that any charges for the hard copies are immediately payable and will be paid immediately and/or Printers may charge against Your credit card.

You acknowledge that an online proof is not an accurate color reproduction of Your final printed piece but is the final opportunity for You to check the layout, bleeds, crops and final text and do not show transparency over print issues nor do they show the color change from RGB or Pantone to CMYK. Because of the foregoing and because the difference in equipment, processing, proofing, Substrates, paper, inks, pigments, color variation that can happen with any digital color printing device and other conditions between color proofing and production, You agree and will accept a reasonable variation in color between proofs and the completed job and that Printers is not and will not be liable for such color variation.

If corrections are requested following review of a proof, updated proofs will be provided for an additional charge. MB Printer are not responsible for delays that are caused by revisions. Also see "Turnaround Time" below.



Turnaround time

Turnaround time for all printing orders begins the next business day following MB Printer receipt of full payment and approval of Your proof. Approvals or final full payment received are based on business days and office hours: Monday through Friday 9am to 5pm EST and excluding national and federal holidays. Approvals and/or payments received after business hours will be treated as being received the next business day. Non-business days/hours are not considered in calculating turnaround time. Turnaround time does not consider shipping transit time or mailing time therefore we suggest that You take into account additional days for shipping and mailing. Printing turnaround time and delivery dates are estimates and not guarantees and Printers are not responsible for delays that occur after Your project has been turned over to a carrier for shipment.

Overruns

You agree that overruns or under runs not to exceed five percent (5%) of the amount ordered shall constitute an acceptable delivery and the excess or deficiency shall be charged or credited to You on a pro-rated basis.

Claims

- i. You agree to inspect all good upon receipt for defects.
- ii. All claims such as damage or shortage must be made in writing and received by MB Printer within five (5) business days from receipt of the order. If a written claim is not received by MB Printer within five (5) days from Your receipt of the order You hereby agree that the order will be definitively determined to be accepted and that MB Printer has satisfied all of the terms and conditions of the order.
- iii. Once the claim process has been initiated You agree to provide Your full cooperation to MB Printers in order to assist them in processing the claim. Such cooperation may include providing images showing the claimed defect, return of product per MB Printer' instructions, MB Printer shall determine, in its sole discretion, whether a defect has occurred or not.
- iv. Defective material must be returned for inspection prior to issuance of credit.
- v. If MB Printer determines, in its sole discretion, that an order was defective MB Printer may elect to reprint all or a portion of the order or, in MB Printer' sole discretion provide a refund of the purchase paid, in full satisfaction of the claim ("Liquidated Damages").
- vi. You hereby acknowledge and agree that You and Printers intend that the Liquidated Damages constitute compensation and not a penalty. You further acknowledge and agree that the harm caused by a breach by Printers would be impossible or very difficult to accurately estimate at the time of the contract and the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a breach and providing of the Liquidated Damages is MB Printer' sole liability and Your exclusive remedy.



- vii. If MB Printer deems it appropriate to re-print all or a portion of the order as provided above any reprint shall not include shipping expenses, postage expenses or cost which You shall pay.
- viii. For all claims that MB Printer determines are (a) defective and (b) deems appropriate that all or a portion of the same will be reprinted, no new files or alterations to the files will be permitted and MB Printer will reprint in accordance with the original printing.

Shipping and Handling

- i. Unless otherwise specified in writing, the price quoted is for a single shipment, FOB MB Printers' plant, meaning that once a job is delivered to the shipping agent, all title and risk of loss transfers to You.
- ii. Shipping cost are estimates only. Any differences between quoted shipping costs and actual shipping costs will be Your responsibility. Additional costs to expedite shipment will be incurred and paid for by You.
- iii. You may elect to ship on Your own, at Your expense, via UPS, FedEx or other nationally recognized carrier. If You do elect to ship on Your own, You must promptly notify MB Printer and any expenses or costs incurred by MB Printer for shipping prior to such notice shall be borne by You and Your responsibility.
- iv. Any job that requires more than two destinations will incur additional charges at an appropriate rate, determined by MB Printer of not less than \$25.00 per destination.
- v. MB Printer reserves the right to ship using UPS, FedEx, the USPO or any other reliable service as determined by MB Printer.
- vi. MB Printer assumes no liability, and You agree that MB Printer is not liable for shipping delays caused by shipping carriers, weather, acts of God, labor disputes, acts of governmental authorities or other things caused in whole or in part by persons, entities or events other than MB Printer.

Mailing Services

- i. Your mailing lists are Your exclusive property and, with the exception of using them to process Your order and as otherwise stated, MB Printer does not use, sell or otherwise market them. Your mailing list may be provided to third party vendors for the purpose of completing Your order.
- ii. It is Your responsibility to insure that You are lawfully permitted to use the mailing list that You provide to MB Printer and You hereby, and by submitting Your mailing list to MB Printer, represent, covenant and warrant that You are lawfully permitted to use the mailing list that You submit to MB Printer and that use of the same does not violate any contract, agreement, law, rule or regulation. You further hereby agree to indemnify and to hold Printers harmless for any damage, suit or injury that it incurs as a result of a violation of the foregoing.



- iii. All applicable statements under the heading “Shipping and Handling” on this site are applicable to all mailing services including that mailing and delivery dates are not guarantees but rather are estimates.
- iv. All estimated postage must be paid in full in advance and this obligation is a prerequisite to Printer’s obligation to fulfill mailing service orders. Any postage paid by credit card is subject to all additional credit card transaction fees incurred by MB Printer plus all other processing fees, if any, associated with Your order.

General Provisions

- i. Printers, in their sole discretion may, at any time, refuse to process any order or stop processing any order that it deems or becomes aware violates any law, regulation, or that violate these terms and conditions. MB Printer also reserves the right to charge You for services rendered up to the point of cancellation.
- ii. MB Printer prohibits and does not want to receive confidential or proprietary information from You (whether Yours or a third parties) through this site. Any information or communications that You provide will be considered non-confidential, and You agree that MB Printer has no confidentiality obligations with regard to the same, and such information may be used by MB Printers without concern that such use violates the rights of any third party and You acknowledge, represent and covenant that You will not provide any information that Printers is prohibited from or cannot copy, disclose, incorporate (including what is embodied therein) for any and all commercial and non-commercial uses
- iii. You are prohibited from posting or transmitting to or from this site any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material (including what is embodied therein) that would violate any law or regulation.
- iv. You represent, warrant and covenant that everything that You submit, by any means, to MB Printers is non-exclusive and You grant MB Printer the right to use the same, worldwide, at MB Printer’ discretion. You further represent, warrant and covenant that You have full legal rights to all of the information that You provide to MB Printer and that the content is accurate, does not violate these terms and conditions, and does not violate any third party’s rights, applicable law and regulation, applicable rules and will not otherwise cause injury or damage any third party. You agree that You are liable to MB Printer for all costs, actual attorney fees, costs and expenses related to any damage or injury that MB Printer may suffer for a violation of this provisions and/or any other aspect of these terms and conditions.
- v. You acknowledge that MB Printer make no effort and is not obligated to review any communications, content contain or embedded in communications, information or other material submitted for accuracy, legality, infringement or any other purpose other than to process the order in question and all such responsibility is solely Yours.
- vi. Printers may, but is not obligated to, change these terms and conditions at any time it chooses in its sole discretion. Any such changes shall be immediately effective.



- vii. While it has no obligation to do so, MB Printer may retain sample copies of each job for file and reference purposes or it may, in its sole discretion, destroy such files. MB Printer may show and use copies as samples at its discretion and may show its customers samples of any products it has printed and/or designed including showing the same on its website and You hereby approve of the same.
- viii. All preparatory materials (e.g. working files, mechanical art, type, negatives, positives, flats, plates and other materials supplied by MB Printer) are and shall remain its exclusive property unless otherwise indicated in writing.

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You agree to indemnify, defend, and hold harmless MB Printer, their affiliates, agents, employees, and licensors from and against any and all claims and expenses, including actual attorney fees, arising out of or related in any way to Your use of the site, violation of this Agreement, violation of any law or regulation, or violation of any proprietary or privacy right. You agree to reimburse us for all actual costs, disbursements, fees and attorney fees we incur in responding to any lawful request to produce documents or testimony related to You. We reserve the right, but not the obligations, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and You agree to provide all reasonable cooperation therewith. You will not settle any claims You are indemnifying us on without our consent.

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Any cause of action You may have with respect to Your use of this site must be commenced within 180 days after the claim or cause of action arises. In no event shall the Partners total liability to You for all damages, losses, causes of action (whether in contract or tort) arising from this Agreement or Your use of this site or the use or delivery of services, exceed the actual amount of paid by You to MB Printer for the request or the net value of the services provided.



Term and Termination

Without limiting its other remedies, MB Printer may immediately discontinue, suspend, terminate, or block Your and any user's access to this site at any time in our sole discretion.

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Entire Agreement

This Agreement constitutes the entire understanding between MB Printer and You with respect to this website, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between You and MB Printer with respect to this website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion of it to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. This Agreement is intended only for the benefit of site users and MB Printer and not for the benefit of Third Parties.

Modifications To Agreement And Website

We may revise this Agreement at any time, and in our sole discretion, and You agree to be bound by the same as revised. Any such modifications will become effective on the date they are first posted to this site. It is Your responsibility to return to this Agreement from time to time to review the most current terms and conditions. MB Printer do not and will not assume any obligation to notify You of changes to this Agreement or the Content including, but not limited to, prices, features, Products, Services, or availability of same and terms related thereto. Any such changes may be made without notice or penalty. You agree that MB Printer shall not incur, nor be liable to You or any Third Party, for any such revision.