

TERMS OF SERVICE

Please read these Terms of Service (the “**Agreement**”) carefully. Your use of the OLP Solution (as defined below) constitutes your consent to this Agreement.

The UPS Store, Inc. (“**TUPSS**”) is the franchisor of The UPS Store® locations (“**Centers**”), retail outlets which provide postal, business, print, and communications services and programs. This Agreement is between, on the one hand, you and, on the other hand, TUPSS and the applicable participating Center (collectively, “**we**” or “**us**”) concerning your use of (including any access to) the “Online Printing” site currently located at <https://www.upsstoreprintshop.com> (together with any successor site(s) made available by TUPSS or similar site(s) made available by the Centers, and any materials, products, and services (including any design tools) available on or through such site(s), the “**OLP Solution**”). This Agreement hereby incorporates by this reference any additional terms and conditions that we post through the OLP Solution, or that we otherwise make available to you.

BY USING THE OLP SOLUTION, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT OR, IF YOU ARE NOT, THAT YOU HAVE OBTAINED PARENTAL OR GUARDIAN CONSENT TO ENTER INTO THIS AGREEMENT.

IF YOU ARE AN INDIVIDUAL ACCESSING OR USING THE OLP SOLUTION ON BEHALF OF, OR FOR THE BENEFIT OF, ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY WITH WHICH YOU ARE ASSOCIATED (AN “**ORGANIZATION**”), THEN YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF YOURSELF AND SUCH ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION TO THIS AGREEMENT. REFERENCES TO “**YOU**” AND “**YOUR**” IN THIS AGREEMENT WILL REFER TO both the individual using the OLP Solution and to any such Organization.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 19 BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

1. Changes. TUPSS may change this Agreement from time to time by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the OLP Solution. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes.

Your use of the OLP Solution following any changes to this Agreement will constitute your acceptance of such changes. The “*Last Updated*” legend above indicates when this Agreement was last changed. We may, at any time and without liability, modify or discontinue all or part of the OLP Solution (including access to the OLP Solution via any third-party links); charge, modify, or waive any fees required to use the OLP Solution; or offer opportunities to some or all OLP Solution users.

2. Information Submitted Through the OLP Solution. Your submission of information through the OLP Solution is governed by our Online Printing [Privacy Notice](#) (the “**Privacy Notice**”). You represent and warrant that any information you provide in connection with the OLP Solution is and will remain accurate and complete and that you will maintain and update such information as needed.

3. Jurisdictional Issues. The OLP Solution is controlled and operated from the United States and is not intended to subject us to any non-U.S. jurisdiction or law. The OLP Solution may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the OLP Solution is at your own risk, and you must comply with all applicable laws, rules, and regulations. We may limit the OLP Solution's availability at any time, in whole or in part, to any person, geographic area, or jurisdiction we choose.

4. Rules of Conduct. In connection with the OLP Solution, you must not:

- Post, transmit, or otherwise make available through or in connection with the OLP Solution any materials that are or may be: (a) threatening, harassing, abusive, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious or unlawful (including materials that may further the commission or concealment of a crime); (c) obscene, indecent, pornographic or otherwise objectionable; (d) interpreted to advocate or urge treason, insurrection, sedition or forcible resistance to any law of any jurisdiction; or (e) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
- Post, transmit, or otherwise make available through or in connection with the OLP Solution any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a "**Virus**").
- Use the OLP Solution for any commercial purpose (including the creation of e-cards and the transmission of them) or for any purpose that is fraudulent or otherwise tortious or unlawful.
- Harvest or collect information about users of the OLP Solution.
- Interfere with or disrupt the operation of the OLP Solution or the servers or networks used to make the OLP Solution available, including by requesting (e.g., by accessing, reloading, or refreshing) transactional event pages more than once during any three-second interval, requesting (alone or with others) more than 1,000 pages of the OLP Solution in any 24 hour period, or hacking or defacing any portion of the OLP Solution; or violate any requirement, procedure or policy of such servers or networks.
- Restrict or inhibit any other person from using the OLP Solution.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the OLP Solution except as expressly authorized herein, without TUPSS's express prior written consent.
- Reverse engineer, decompile, or disassemble any portion of the OLP Solution, except where such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark, or other proprietary rights notice from the OLP Solution.
- Frame or mirror any portion of the OLP Solution or otherwise incorporate any portion of the OLP Solution into any product or service without TUPSS's express prior written consent.
- Systematically download and store OLP Solution content.
- Use any robot, spider, site search/retrieval application, or other manual or automatic devices to retrieve, index, "scrape," "data mine," or otherwise gather OLP Solution content or reproduce or circumvent the navigational structure or presentation of the OLP Solution without TUPSS's express prior written consent.

You are responsible for obtaining, maintaining, and paying for all hardware and all telecommunications and other services needed to use the OLP Solution.

5. Products and Design Tools. The OLP Solution may make available listings, descriptions, and images of goods or services or related coupons or discounts (collectively, “**Products**”), as well as references and links to Products. Products may be made available by TUPSS, the Centers, or by third parties, and may be made available for any purpose, including general information purposes. TUPSS, the Centers, and our suppliers may make available certain Products that we designate as “**Printing Products**.” Examples of Printing Products include banners, bookmarks, brochures, business cards, car magnets, catalogs, copies and quick prints, door hangers, easy direct mail, envelopes, flyers, greeting cards, indoor magnets, lawn signs, letterhead, manuals, menus, newsletters, notepads, postcards, posters, presentations, rack cards, and reports. Additional terms and conditions regarding Printing Products are set forth at the end of this Agreement in the “*Printing Products*” section.

We may make available through the OLP Solution certain design tools and features employing certain templates, layouts, and other elements (including icons, fonts, color schemes, and design effects) (collectively, “**Design Tools**”). The Design Tools are owned by us and our suppliers and are protected by proprietary rights and laws. Any template, layout, or other element in connection with Printing Products arranged or organized by you through the Design Tools is not proprietary to you, and the rights to such templates, layouts, and other elements remain with us and our suppliers. The Design Tools may be used (including by other OLP Solution users) to produce materials similar to those made by you through the Design Tools and other features of the OLP Solution.

We recommend that your submissions provided for use in your Printing Products meet the following standards: (i) a minimum of 300 DPI at a 1:1 ratio (or 100%) (Submissions, as defined below, that do not meet this standard may result in print or images that are fuzzy, pixilated or otherwise distorted); and (ii) designed in industry-standard CMYK and uploaded in CMYK with no embedded color profile (you may upload in RGB or another standard if you choose, but the color will be converted to CMYK). We are not responsible for (and have no liability concerning) any Printing Product, including any Printing Product that you claim, is defective or does not otherwise meet your requirements, if the applicable Submission(s) do not meet these standards (for example, print or images that are fuzzy, pixilated or otherwise distorted, or color inaccuracy or color shift resulting from conversion of non-CMYK Submissions). We reserve the right to reject any Submission that does not meet these standards.

Without limiting any other provision of this Agreement, we are not responsible for (and have no liability with respect to): (A) spelling, punctuation or grammatical errors made by you; (B) inferior quality or low-resolution of your Submissions; (C) design errors introduced by you in the document creation process; (D) errors in user-selected options such as choice of finish, quantity or product type; (E) damage to the Printing Products arising after delivery to the address designated by you; (F) the differentiation of colors and sizes as they appear on your computer screen, as compared to the printed Printing Products; (G) any color shift in converted photographs (RGB images) with black, near black, or gray tones (proofs do not guarantee black, near black or gray final output); (H) the final color appearance of a UV coated Printing Product or other effect of the application of UV coating upon the appearance of printed colors; and (I) your failure to provide an accurate shipping address or other information in connection with a Transaction.

We may provide you a courtesy preview of your Printing Product before you commence a Transaction for the Printing Product, but we have no obligation to pre-flight (i.e., confirm the digital files are all present, valid, correctly formatted, of the desired type, meet requirements for content, layout, and artwork, etc.) or otherwise inspect, review, proof or provide any quality assurance review of your Printing Products or any Submissions received through the OLP Solution in connection with the design of your Printing

Products. Printing Products are printed on an “as is,” “as received,” and “as submitted” basis, and you are fully responsible for proofing and verifying the content and layout of your Printing Products before commencing a Transaction for those Printing Products. You will be allowed to acknowledge your approval and the print-ready status of your Printing Products before starting a Transaction for those Printing Products. Variations from the courtesy preview of your Printing Product and the printed Printing Product may occur, including, for example, variations in color, paper stock, lamination, binding, or other print-related materials or processes.

The availability through the OLP Solution of any listing, description, or image of a Product that is not a Printing Product does not imply our endorsement of such Product or affiliation with the provider of such Product. We make no representations as to the completeness, accuracy, reliability, validity, or timeliness of Product listings, descriptions, or images (including any features, specifications, prices, and production and shipping times contained therein). Such information and the availability of any Product (including the validity of any coupon or discount) are subject to change at any time without notice. Certain weights, measures, and similar descriptions are approximate and are for convenience only. We make reasonable efforts to accurately display the attributes of Products, including the applicable colors; however, the actual colors you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. It is your responsibility to ascertain and obey all applicable local, state, federal, and foreign laws (including minimum age requirements) regarding the purchase, possession, and use of any Product.

6. Transactions. We may make available the ability to purchase or otherwise obtain Printing Products and other Products through the OLP Solution (a “**Transaction**” or “**Transactions**”). If you wish to make a Transaction, you may be asked to supply certain relevant information, such as your credit card number and its expiration date, your billing address, your shipping information, and relevant contact information. **YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT TO USE ANY CREDIT CARD THAT YOU SUBMIT IN CONNECTION WITH A TRANSACTION.** By submitting such information, you grant to us the right to provide such information to third parties for purposes of facilitating Transactions, including providing you with information regarding the status of your Transactions. Verification of information may be required prior to the acknowledgment or completion of any Transaction. By making a Transaction, you represent that the applicable Products will be used only in a lawful manner. We reserve the right, including without prior notice, to limit the available quantity of or discontinue making available any Product; to impose conditions on the honoring of any coupon, discount, or similar promotion; to bar any user from making any Transaction; and to refuse to provide any user with any Product. Refunds and exchanges will be subject to our applicable refund and exchange policies, including as set forth in this Agreement.

You acknowledge and agree that Transactions involving Printing Products cannot be canceled after they are received through the OLP Solution. Additional terms and conditions regarding Transactions involving Printing Products are set forth at the end of this Agreement in the “*Printing Products*” section.

You agree to pay all charges incurred by you or on your behalf through the OLP Solution at the prices in effect when such charges are incurred, including all shipping and handling charges. In addition, you are responsible for any taxes applicable to your Transactions. While it is our practice to confirm orders by email, the receipt of an e-mail order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service.

If a Product is available for pick up at a Center location (“**Center Product**”), you may choose to pick up that Product at that Center location instead of having that Product shipped to you. All other Products (“**Delivered Products**”) will be shipped to an address designated by you so long as such address is complete and complies

with the shipping restrictions contained on the OLP Solution or in this Agreement. All Transactions for Delivered Products are made pursuant to a shipment contract (shipments made pursuant to such shipment contract are subject to the carrier's terms and conditions of service in effect on the date of shipment. In the case of UPS as the carrier, the UPS Tariff/Terms and Conditions of Service in effect as of the date of shipment are available at <https://www.ups.com/us/en/support/shipping-support/legal-terms-conditions.page>. As a result, risk of loss and title for these Products pass to you upon delivery of these Products to the carrier. If you have a claim for damaged and/or lost shipments of Delivered Products for any Delivered Product for which we offer "Local Delivery" ("**Local Delivery Product**"), you agree to make any such claim through the applicable Center location responsible for fulfilling the Local Delivery Product ("**Local Delivery Center**"). If you make such a claim through the Local Delivery Center, the Local Delivery Center will determine if it is appropriate to provide you a replacement and will submit a claim to the carrier as the shipper of the Local Delivery Product (and, unless the damage or loss arises from or relates to your actions or omissions, we will remit to you any recovery on the claim paid to us by the carrier for your Local Delivery Product). You expressly agree that Delivered Products and Local Delivery Products may be packaged or delivered in separate packages or shipments, in which case any claim for damaged or lost Delivered Products or Local Delivery Products may be paid by the carrier only with respect to the particular portion of the package or shipment that was damaged or lost. You expressly agree that we have no liability if any claim is denied or paid only in part by the carrier. If you have a claim for damaged and/or lost shipments of any Delivered Products that are not Local Delivery Products, you agree to make any such claim within three (3) business days after receiving the Delivered Product by contacting Customer Service in writing by email at customerrelations@upsstore.com or otherwise in writing through the OLP Solution in accordance with the "*Information or Complaints*" section below. We have no obligation with respect to claims that do not comply with the foregoing requirements. If you make such claim within such period, we will determine if it is appropriate to provide you a replacement or refund, or we will notify you that additional information is needed to process your inquiry. If we request such additional information and it is not provided within a reasonable period, we will have no further obligation with respect to the applicable claim. We reserve the right to request samples of any allegedly damaged shipments.

PRINTING PRODUCT TURNAROUND TIMES AND SHIPPING TIMES ARE ESTIMATES ONLY. Target times are provided for convenience only, and you should not rely upon them or expect us to achieve minimum targets (e.g., if the turnaround time is five [5] to seven [7] days, do not assume five [5] days). If your Printing Product includes dated or time-sensitive material (i.e., there is a specific date by which you must receive the Printing Product), please plan accordingly and include an appropriate time to receive your Printing Product (we strongly suggest that you plan to receive your Printing Product at least fourteen (14) days in advance of the specific date by which you must receive the Printing Product, taking into account turnaround time and shipping time. If multiple Printing Products are involved in a Transaction, you should plan by using the Printing Product with the longest turnaround times and shipping times as the guide for all Printing Products in that Transaction. Turnaround times are available through the OLP Solution and are specific to the particular Printing Product. Printing Product turnaround time does not include shipping time, and the estimated date for receipt of any printed Printing Product that is shipped is a combination of estimated turnaround time and estimated shipping time.

Although we endeavor to ship the quantity of Printing Product specified in the particular Transaction, we reserve the right to ship within 5% over or under the specified quantity. If you require a minimum number of a particular Printing Product, please plan accordingly and adjust the specified quantity to account for the possibility of an underrun.

7. Registration; Usernames and Passwords. You may need to register to use all or part of the OLP Solution. We may reject, or require that you change, any username, password, or other information that

you provide to us in registering. Your username and password are for your personal use only and should be kept confidential. You, and not TUPSS or the Centers, are responsible for any use or misuse of your username or password, and you must promptly notify us of any confidentiality breach or unauthorized use of your username or password, or your OLP Solution account.

8. Submissions. You and other OLP Solution visitors may have the ability to post, transmit or otherwise make available through or in connection with the OLP Solution certain materials (including text, logos, graphics, icons, images, photographs, or other content) (each a “**Submission**”), including in connection with the design of Printing Products. Except with respect to our service providers in their provision of services to us in connection with the OLP Solution, we have no control over and are not responsible for any use or misuse (including any distribution) by any third party of Submissions. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE OLP SOLUTION, YOU DO SO AT YOUR OWN RISK.

9. License. For purposes of clarity, you retain ownership of your Submissions. For each Submission, you hereby grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such Submission, in any format or media now known or hereafter developed, to provide you the OLP Solution and any Printing Products or other Products or services requested by you through the OLP Solution, and for any other purpose in connection with our operation of the OLP Solution for you.

In addition, if you provide us any suggestions, ideas, proposals, comments, feedback, or other information (“**Feedback**”), whether related to the OLP Solution or otherwise, you hereby grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such Submission, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials). You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding any Feedback that you may have under any applicable law under any legal theory. You acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited, and without restriction, and does not place TUPSS or the Centers under any fiduciary or other obligation.

You represent and warrant that you have all rights necessary to grant the licenses granted in this section (including all necessary rights, licenses, consents, and permissions with respect to our reproduction and use of the Submissions within the scope of the license granted in this section), and that your Submissions and Feedback, and your provision of them through and in connection with the OLP Solution, do not violate any terms or conditions of this Agreement (including your obligations under the “*Rules of Conduct*” section above), are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party.

10. Monitoring. We may (but have no obligation to) monitor, evaluate, filter, alter or remove Submissions before or after they are on the OLP Solution, including refusing to use any Submissions in connection with Printing Products available through the OLP Solution. We may (but have no obligation to) analyze your access to or use of the OLP Solution. We may disclose information regarding Submissions and your access to and use

of the OLP Solution, and the circumstances surrounding such access and use, to anyone for any reason or purpose.

11. Your Limited Rights. Subject to your compliance with this Agreement, and solely for so long as you are permitted by us to use the OLP Solution, you may view one (1) copy of any portion of the OLP Solution to which we provide you access under this Agreement, on any single device, solely for your personal, non-commercial use. If you fail to comply with any of the terms or conditions of this Agreement, you must immediately cease using the OLP Solution.

12. TUPSS's Proprietary Rights. We and our suppliers own the OLP Solution, which is protected by proprietary rights and laws. The United Parcel Service, Inc. and its affiliates are the owner of certain trade names, trademarks, service marks, and associated logos on the OLP Solution, including THE UPS STORE and UPS. All trade names, trademarks, service marks and logos on the OLP Solution not owned by the United Parcel Service, Inc. and its affiliates are the property of their respective owners. You may not use our trade names, trademarks, service marks or logos in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the OLP Solution should be construed as granting any right to use any trade names, trademarks, service marks or logos without the express prior written consent of the owner.

13. Third-Party Materials; Links. Certain OLP Solution functionality may make available access to information, products, services, and other materials made available by third parties, including Submissions ("**Third-Party Materials**"), or allow for the routing or transmission of such Third-Party Materials, including via links. By using such functionality, you are directing us to access, route and transmit to you the applicable Third-Party Materials.

We neither control nor endorse, nor are we responsible for, any Third-Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness, or safety of Third-Party Materials, or any intellectual property rights therein. Certain Third-Party Materials may, among other things, be inaccurate, misleading, or deceptive. Nothing in this Agreement will be deemed to be a representation or warranty by TUPSS or the Centers with respect to any Third-Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third-Party Materials (in whole or part) through the OLP Solution at any time. In addition, the availability of any Third-Party Materials through the OLP Solution does not imply our endorsement of, or our affiliation with, any provider of such Third-Party Materials, nor does such availability create any legal relationship between you and any such provider.

YOUR USE OF THIRD-PARTY MATERIALS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS, AND POLICIES APPLICABLE TO SUCH THIRD-PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD-PARTY MATERIALS).

14. Promotions. Any sweepstakes, contests, raffles, surveys, games, or similar promotions (collectively, "**Promotions**") made available through the OLP Solution may be governed by rules that are separate from this Agreement. If you participate in any Promotions, please review the applicable rules as well as our Privacy Notice. If the rules for a Promotion conflict with this Agreement, the Promotion rules will govern.

15. DISCLAIMER OF WARRANTIES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) THE OLP SOLUTION AND ANY PRODUCTS AND THIRD-PARTY MATERIALS ARE MADE

AVAILABLE TO YOU ON AN “AS IS,” “WHERE IS,” AND “WHERE AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY; AND (B) TUPSS AND THE CENTERS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE OLP SOLUTION AND ANY PRODUCTS AND THIRD PARTY MATERIALS, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF TUPSS, TUPSS’S PARENT, UNITED PARCEL SERVICE, INC. (“UPS”), THE DIRECT AND INDIRECT SUBSIDIARIES OF UPS, THE CENTERS, AND THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS OF EACH OF THE FOREGOING (COLLECTIVELY, THE “RELATED ENTITIES”), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

While we try to maintain the timeliness, integrity, and security of the OLP Solution, we do not guarantee that the OLP Solution is or will remain updated, complete, correct, or secure, or that access to the OLP Solution will be uninterrupted. The OLP Solution may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the OLP Solution. If you become aware of any such alteration, contact us at onlineprinting@upsstore.com with a description of such alteration and its location on the OLP Solution.

16. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) TUPSS AND THE CENTERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, OR LOSS OF SECURITY OF SUBMISSIONS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMISSIONS), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (B) WITHOUT LIMITING THE FOREGOING, TUPSS AND THE CENTERS WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE OLP SOLUTION OR FROM ANY PRODUCTS OR THIRD PARTY MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH; (C) YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE OLP SOLUTION OR ANY PRODUCTS OR THIRD PARTY MATERIALS IS TO STOP USING THE OLP SOLUTION; AND (D) THE MAXIMUM AGGREGATE LIABILITY OF TUPSS AND THE RELATED ENTITIES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE THE LESSER OF ONE HUNDRED DOLLARS (\$100) AND THE TOTAL AMOUNT PAID BY YOU TO TUPSS OR THE APPLICABLE CENTER FOR THE TRANSACTION GIVING RISE TO THE LIABILITY. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH TUPSS AND THE RELATED ENTITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

You acknowledge and agree that the Centers are independently owned and operated franchises (although one or more may be company owned), and that each Center is solely responsible for such Center’s acts and omissions and the payments of any obligations incurred by such Center. Accordingly, you acknowledge and agree that you shall not look to TUPSS, UPS or their respective subsidiaries or direct and indirect affiliates, to satisfy, in whole or in part, any demand, suit, claim, judgment or settlement arising out of or related to obligations incurred by a Center to you or for any acts or omissions of a Center.

17. Indemnity. To the fullest extent permitted under applicable law, you agree to defend, indemnify and hold harmless TUPSS and the Related Entities, and their respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (a) your use of, or activities in connection with, the OLP Solution (including all Submissions and Printing Products and other Products ordered by you through the OLP Solution); and (b) any violation or alleged violation of this Agreement by you.

18. Termination. This Agreement is effective until terminated. We may terminate this Agreement or terminate or suspend your use of the OLP Solution at any time and without prior notice, for any or no reason, including if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination or suspension, your right to use the OLP Solution will immediately cease, and we may, without liability to you or any third party, immediately deactivate or delete your username, password and account, and all associated materials, without any obligation to provide any further access to such materials. Sections 2 through 10 and 12 through 23 will survive any expiration or termination of this Agreement.

19. Governing Law; Arbitration. The terms of this Agreement are governed by the laws of the United States (including federal arbitration law) and the State of California, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND US, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT TUPSS, THE CENTERS AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by the American Arbitration Association under its Consumer Arbitration Rules, as amended by this Agreement. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have the authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

20. Filtering. We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available from https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers. Please note that we do not endorse any of the products or services listed on such site.

21. Information or Complaints. If you have a question or complaint regarding the OLP Solution, please contact The UPS Store Customer Relations team by e-mail to customerrelations@upsstore.com, or during our support hours Monday through Friday, 7:00 a.m. to :00 p.m.PST, by telephone at 1-800-789-4623. You may also contact TUPSS in writing by mail at The UPS Store, Inc., 6060 Cornerstone Court West, San Diego, CA 92121. Please note that e-mail and chat communications will not necessarily be secure; accordingly,

you should not include credit card information or other sensitive information in your e-mail or chat correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

22. Copyright Infringement Claims. The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the OLP Solution infringe your copyright, you (or your agent) may send TUPSS a written notice requesting that TUPSS remove such material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send TUPSS a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices with respect to copyright infringement claims must be sent in writing to The UPS Store, Inc. as follows: By mail to Legal Editor at The UPS Store, Inc., 6060 Cornerstone Court West, San Diego, CA 92121, United States of America; by e-mail to dataprivacy@upsstore.com

We suggest you consult your legal advisor before filing a DMCA notice or counter-notice.

23. Miscellaneous. This Agreement does not create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and TUPSS or the Centers. If any provision of this Agreement is found to be unlawful, void, or unenforceable, that provision will be deemed severable from this Agreement. It will not affect the validity and enforceability of any remaining provision. You may not assign, transfer, or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default under this Agreement will be deemed a waiver of any preceding or subsequent breach or default. Any heading, caption, or section title contained herein is for convenience only and in no way defines or explains any section or provision. All terms defined in the singular will have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the word “including” or variations thereof in this Agreement will be construed as if followed by the phrase “without limitation.” This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and us relating to the subject matter hereof and supersedes any prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter. Notices to you (including notices of changes to this Agreement) may be made via posting to the OLP Solution or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of this Agreement and any notice given in electronic form will be admissible in judicial or administrative proceedings based upon 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. We will not be responsible for failing to fulfill any obligation due to any cause beyond our control.