

Terms of Use

Ethos Group Holdings Organization (“Ethos Group”)

We maintain the web site located at storefront.printersmall.com/sfplus (“Site”) and allow access and use of the Site subject to these terms of use (“Terms of Use”). As used in these Terms of Use, the terms “you” and “your” refer to any and all parties accessing this Site for any reason, and the terms “Ethos Group”, “we”, “us”, and “our” refer to Ethos Group.

Acceptance of Terms of Use.

By accessing or using this Site in any manner, you acknowledge and represent that you have read, understood, agree to be bound by, and accept these Terms of Use.

IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD NOT ACCESS OR USE THIS SITE.

Although you may “bookmark” a specific section of this Site and bypass these Terms of Use, your access or use of this Site binds you to these Terms of Use. As long as you comply with these Terms of Use, we grant you limited, non-exclusive, non-transferable permission to enter and use this Site. Any unauthorized use of this Site automatically terminates this permission.

Changes to Terms of Use.

We may modify these Terms of Use without prior notice. You are responsible for reviewing these Terms of Use periodically for changes.

BY CONTINUING TO USE THIS SITE AFTER WE POST CHANGES TO THESE TERMS, YOU AGREE TO BE BOUND BY THESE TERMS (AS MODIFIED). YOUR ACCESS AND USE OF THIS SITE IS SUBJECT TO THE MOST CURRENT VERSION OF THESE TERMS.

These Terms of Use were last updated on October 7, 2011.

Intellectual Property.

- (1) *Our Content.* All information, data, text, communications, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, computer code, and any other content contained in this Site (individually and collectively, “Content”) are owned, controlled, or licensed by or to Ethos Group. The Content is protected by trade dress laws, copyright laws, patent laws, trademark laws, and various other intellectual property rights (individually and collectively, “IP Rights”). You may not download, print, view, copy, republish, distribute, prepare derivative works, or otherwise use the Content other than as expressly permitted. Such rights to download, print, view, copy, republish, distribute, prepare derivative works, and otherwise use the Content are not applicable to the design, layout, or look and feel of this Site. Such elements of this Site are protected by IP Rights and may not be copied, imitated, or retransmitted without Ethos Group’s prior written consent. Your use of the Content, the creation of products or materials using the Content, and the combination of the Content with any Materials (as defined below) do not create joint authorship, joint ownership or “works made for hire” with Ethos Group in, or regarding, such Content.
- (2) *Your Materials.* You may choose to upload, submit, or otherwise transmit to Ethos Group or to this Site various materials (“Materials”) to obtain products or services from us. We have the right but not the obligation to supervise and review such Materials. You agree not to upload, submit, or otherwise transmit Materials that: (i) are unlawful, libelous, scandalous, or improper; (ii) infringe another’s IP Rights; or (iii) contain viruses or other harmful, disruptive, or malicious computer code.

Restrictions.

Without Ethos Group’ prior written consent, you may not:

- (1) use any automated means to access this Site or collect any information from the Site (including, without limitation, robots, spiders, scripts, or other automatic devices or programs);
- (2) frame the Site, utilize framing techniques to enclose any Content or other proprietary information, place pop-up windows over this Site’s pages, or otherwise affect the display of this Site’s pages;
- (3) engage in the practices of “screen scraping,” “database scraping,” or any other activity with the purpose of obtaining Content or other information;
- (4) use any “meta tags” or any other “hidden text” utilizing Ethos Group’ name, trademarks, or service marks;
- (5) use Ethos Group’ logo or other proprietary graphic, trademark, or service mark as part of a link; or
- (6) use this Site in any manner that violates applicable law or that could damage, disable, overburden, or impair this Site or interfere with any other party’s use and enjoyment of this Site.

Representations and Warranties.

You represent and warrant to Ethos Group that:

- (1) information you supply during the registration and ordering process is true, accurate, current, and complete; and
- (2) with respect to the Materials and any other information that you upload, submit, or otherwise transmit to Ethos Group or to this Site, you have all the necessary rights, title, and interest therein to grant to Ethos Group a worldwide, royalty-free, non-exclusive right under all IP Rights to use, reproduce, modify, transmit, distribute, perform, and display such Materials and information to the extent necessary to provide you with products and services that you request.

Termination.

We may terminate your access to or use of this Site for any reason, including without limitation, if we believe that you have violated or acted inconsistently with these Terms of Use. We may also modify or discontinue providing this Site or any part of this Site with or without notice. Ethos Group will not be liable to you or to any third party for any termination of your access to or use of this Site or for any modification to or termination of this Site.

Disclaimers.

THIS SITE IS PROVIDED "AS-IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, ETHOS GROUP AND ITS SUPPLIERS AND CO-BRANDED PARTNERS EXPRESSLY DISCLAIM ALL WARRANTIES OR CONDITIONS OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY), INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, ETHOS GROUP DOES NOT PROMISE OR WARRANT TO YOU THAT ANY ASPECT OF THE SITE WILL WORK PROPERLY, OPERATE ERROR-FREE, OR WILL BE AVAILABLE CONTINUOUSLY. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS SITE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT.

Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ETHOS GROUP AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, CO-BRANDED PARTNERS, AND LICENSORS: (A) ARE NOT LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), HOWEVER ARISING (INCLUDING NEGLIGENCE), AND (B) WILL IN NO EVENT BE LIABLE TO YOU FOR ANY CLAIMS ARISING FROM OR RELATING TO YOUR USE OF THIS SITE IN AN AMOUNT THAT EXCEEDS THE LESSER OF (I) U.S. \$100.00 OR (II) THE AMOUNT OF FEES THAT YOU PAID TO ETHOS GROUP FOR PRODUCTS OR SERVICES IN THE SIX MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

Indemnity.

You agree to indemnify, defend, and hold Ethos Group and its subsidiaries, affiliates, officers, employees, agents, and co-branded partners harmless from any claims, damages, expenses (including reasonable attorneys' fees), allegations, losses, and liabilities arising from or relating to: (a) your violation of these Terms of Use; (b) your use of this Site and the products and services available on the Site; (c) any Materials that you upload, submit, or otherwise transmit through this Site; (d) your access to or use of any web sites linked to this Site; and (e) any dealings between you and any third parties relating to this Site. These all will apply regardless of responsibility for negligence.

Privacy Policy and Other Terms of Use.

Please review our Privacy Policy, the terms of which are incorporated into these Terms of Use by reference. If you purchase any products or services, whether through this Site or offline, your purchase will be subject to other terms and conditions, including the Terms of Purchase.

Third Parties.

We may use a third-party service provider to manage the sale of and payment for products and services on this Site. We may also provide links on this Site to other independent web sites on the Internet that are owned and operated by third-party vendors or other third parties not under our control. These links are not intended as an endorsement by Ethos Group of the entity or individual operating the web site or a warranty of any type regarding the web site or the information on the web site. By using this Site, you acknowledge that Ethos Group is not liable or responsible for any damage or loss caused, or

alleged to be caused, by or in connection with use of or reliance on any such content, goods or services available on or through any such web site or resource.

Void Where Prohibited.

This Site is controlled, operated, and administered by Ethos Group or its service provider from the United States. Although the Site is accessible worldwide, not all features, products or services offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. Ethos Group reserves the right to limit the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from outside the United States, you do so on your own initiative and you are responsible for complying with applicable local laws.

Choice of Law; Dispute Resolution.

All matters relating to your access to and use of the Site, including purchases made on the Site, are governed in all respects by the laws of the State of Texas, without reference to conflicts of law principles. You agree that any action at law or in equity arising out of or relating to these Terms of Use or arising out of your use of this Site will be resolved, individually, through binding arbitration in Dallas, Texas using the then-current rules of the American Arbitration Association, and the resulting decisions may be entered in any court with proper jurisdiction. This means that if you have a grievance with us, you cannot take us to court, and you may not join your action with any other party. You can address such grievances through arbitration only and you are hereby consenting to do it in Dallas, Texas, using Texas' laws (without regard to Texas' rules on conflict of laws). To the maximum extent permitted by law, any such controversy or claim must be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. Notwithstanding the foregoing, either party may seek any interim or preliminary relief from a court of competent jurisdiction in Dallas County, Texas as necessary to protect the party's rights or property pending the completion of arbitration. By using this Site, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in Dallas County, Texas.

Miscellaneous.

All matters relating to these Terms of Use are governed in all respects by the laws of the State of Texas, without reference to conflicts of law principles. If any portion of these Terms of Use is deemed unenforceable, that portion will be enforced to the maximum extent possible so as to effectuate the intent of the parties as reflected by that provision, and the remaining portions of these Terms of Use will be given full effect. Ethos Group' failure to act in a particular circumstance, including any failure by Ethos Group to enforce or exercise any provision of these Terms of Use, does not waive the ability to act with respect to that circumstance or similar circumstances in the future. Ethos Group will be excused for any failure to perform to the extent that its performance is prevented by any reason outside of its reasonable control. No agency, partnership, joint venture, employment or franchise relationship is intended or created by these Terms of Use. Ethos Group may assign its rights and obligations under these Terms of Use to an entity that acquires all or substantially all of the assets of Ethos Group or to any subsidiary or successor in a merger or acquisition involving Ethos Group. These Terms of Use have no third-party beneficiaries and are not intended to confer any rights or benefits on any third party, including any of your employees or customers. If an express conflict exists between these Terms of Use and the terms of a separate agreement between you and Ethos Group for products or services, the terms of that separate agreement will control.

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Terms of Purchase

Ethos Group Holdings Organization (“Ethos Group”)

The following terms and conditions in connection with the terms of purchase (“Terms of Purchase”) apply to orders that you place for the purchase of products and services from Ethos Group (“Ethos Group,” “we,” “us,” and “our”). As used in these Terms of Purchase, the terms “you” and “your” refer to any party that purchases products or services from Ethos Group.

Orders.

Your receipt of an order confirmation does not constitute the acceptance of your order. Ethos Group may refuse or cancel an order for any reason, including but not limited to inaccuracies or errors in order, product, or pricing information. Ethos Group:

- reserves the right to use its sole discretion in refusing to print anything Ethos Group deems infringing upon trade dress, copyright, patent, and trademark laws, and various other intellectual property rights (individually and collectively, “IP Rights”), illegal, libelous, scandalous, or improper; and
- may require additional verification or information before accepting your order.

Shipping and Delivery.

- Prices do not include shipping and handling fees. If you choose to download a product, then these shipping and delivery terms will not apply to you. If you choose to have a product delivered to you physically, then we will use the shipping method that you choose when you place your order.
- Risk of loss or damage to products in transit is yours and passes to you upon delivery of the product to the carrier for shipment. You are responsible for filing a claim with the carrier if your product is damaged or lost in transit.

Taxes.

You are solely responsible for any applicable state, local, or similar taxes (except for taxes based on Ethos Group’ income or profits) that result from your purchase of products and services from Ethos Group. We may automatically charge and withhold the applicable sales tax for orders to be delivered to addresses within the State of Texas and any other states or localities that it deems are required.

Disclaimer of Warranties.

Ethos Group warrants that the products and services are as described in the accepted order. You understand that all sketches, copies, dummies, and preparatory work shown to you are intended only to illustrate the general type and quality of the product. They are not intended to represent the actual work performed or products or services to be provided. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THESE TERMS OF PURCHASE AND TO THE EXTENT PERMITTED BY LAW, ALL PRODUCTS AND SERVICES ARE PROVIDED “AS-IS”. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ETHOS GROUP AND ITS SUPPLIERS AND CO-BRANDED PARTNERS EXPRESSLY DISCLAIM ALL WARRANTIES OR CONDITIONS OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY), INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability.

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Indemnification.

You agree to indemnify, defend, and hold Ethos Group and its subsidiaries, affiliates, officers, employees, agents, and co-branded partners harmless from any claims, damages, expenses (including reasonable attorneys’ fees), allegations, losses, and liabilities arising from or relating to: (a) your violation of these Terms of Purchase, (b) your purchase or use of the products and services, (c) a claim that any content, materials, or information that you designate for inclusion in a product

violates IP Rights, and (d) any dealings between you and any third parties relating to your purchase or use of the products and services. These all will apply regardless of responsibility for negligence.

6. Representations and Warranties.

- You represent and warrant that: (a) you are purchasing for your own internal use only and not for export or resale; (b) your purchase does not violate any laws, rules, regulations, or agreements to which you are a party; (c) any content, information, and materials that you designate for inclusion in a product does not violate IP Rights; (d) such material does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights; and (e) no copyright notice has been removed impermissibly from any material designated for inclusion in a product.
- You also acknowledge that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not assure a right to reproduce the subject matter.

7. Returns and Refunds.

- Ethos Group is committed to customer satisfaction. We will reprint or refund the cost of any unused product that fails to meet our customers' specifications. However, we cannot take responsibility for typing, image, or design errors introduced by customers in the document creation process.
- Ethos Group hopes that you will be satisfied with the quality of our products. If you are not satisfied with any product, please contact Customer Support within 30 days of receiving your order:
By Email: legal@ethosgroup.com
By Phone: 972-331-1000
By Mail: 5215 N. O'Connor Boulevard, Suite 1200, Irving, Texas 75039

8. Miscellaneous.

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