

PsPrint Reseller Program Terms & Conditions

This Agreement contains the complete terms and conditions that apply to an individual or entity's participation in the [PsPrint.com](http://www.psprint.com) Reseller Program (the "Program").

As used in this Agreement, "Merchant" means [PsPrint](http://www.psprint.com), a California Limited Liability Company having its principal office at 2861 Mandela Parkway, Oakland, California 94608, and "Partner" means the applicant. "Website" means a World Wide Website and, depending on the context, refers either to [PsPrint's](http://www.psprint.com) Website located at the URL <http://www.psprint.com>.

Enrollment in the Program

To begin the enrollment process, the Partner will submit a complete Program application via the Merchant's Website. The Merchant will evaluate the Partner application in good faith and will notify Partner of Partner acceptance or rejection. Merchant may reject Partner application if Merchant determines (at its sole discretion) that Partner is unsuitable for the Program.

Unsuitable Partners include those that:

- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- Promote illegal activities
- Include "[psprint](http://www.psprint.com)" or variations or misspellings thereof in their domain names
- Otherwise violate intellectual property rights

If Merchant rejects Partner application, Partner is welcome to reapply to the Program at any time. Partner should also note that if Merchant accepts Partner application and Partner's Website is thereafter determined (at Merchant's sole discretion) to be unsuitable for the Program, Merchant may terminate this Agreement.

Order Processing

Merchant will process product orders placed by Partners with the Merchant supplied discount coupon code. Merchant reserves the right to reject orders that do not comply with any requirements that Merchant periodically may establish. Merchant will be responsible for all aspects of order processing and fulfillment. Among other things, Merchant will prepare order forms; process payments, cancellations, and returns; and handle customer service.

Information Collection

Partner acknowledges that, by participating in the PsPrint Reseller Program, Merchant may receive information from or about Partner's clients or communications between Partner and those clients. Partner's participation in the PsPrint Reseller Program constitutes Partner's specific and unconditional consent to and authorization for [PsPrint's](http://www.psprint.com) access to, receipt, storage, use, and disclosure of any and all such information, consistent with the policies and procedures set forth in [PsPrint's](http://www.psprint.com/legal/privacy.asp) Privacy Policy. <http://www.psprint.com/legal/privacy.asp>

Further, Partner acknowledges and agrees that Partner will:

- Use any data, images, text, or other information obtained by Partner from Merchant or Merchant's Website in connection with this Agreement ("content") only in a lawful manner and only in accordance with the terms of this Agreement.
- Not modify or alter any content that consists of a graphic image, other than to resize it.
- Not edit any content that consists of text, other than to shorten its length.
- Not use any content in a manner intended to send sales to any Website other than the [PsPrint.com](http://www.psprint.com) Website.

- Promptly delete any content that is no longer displayed on the PsPrint.com Website or that Merchant notifies Partner is no longer available for Partner's use.

Discount Gift Codes

Merchant will provide Partner with an exclusive discount gift code according to discount schedules to be established by Merchant. "Qualifying revenues" are revenues derived by Merchant from Merchant sales of qualifying [products](#) including [book covers](#), [bookmarks](#), [brochures](#), [business cards](#), [calendars](#), [catalogs/booklets](#), [CD/DVD sleeves](#), [CD jewel inserts](#), [club card flyers](#), [color laser copies](#), [door hangers](#), [envelopes](#), [event tickets](#), [greeting cards](#), [ID badges](#), [letterhead](#), [menus](#), [newsletters](#), [notepads](#), [panel cards](#), [postcards](#), [posters](#), [premium flyers](#), [presentation folders](#), [product hang tags](#), [rack cards](#), [sales data sheets](#), [stickers](#), [table tents](#) and [vinyl banners](#). "Qualifying revenues" do not include shipping & handling fees, [mailing fees](#), [design fees](#), [die cutting fees](#), [foil stamping fees](#), and taxes.

Merchant will set discount gift code percentage based on sales volume of Partner and proof of a valid reseller license number. Valid resellers will automatically receive a 15% discount regardless of sales volume.

Total Sales/Month	Discount Percentage
Less than US \$15,000	10%
US \$15,000 and up	15%

Each time Partner complete a purchase using the discount gift code, Partner receives an instant discount. The discount gift code must be used with each order to receive the Reseller Program discount.

Policies and Pricing

Customers who buy [products](#) through this Program will be deemed to be customers of [PsPrint](#). Accordingly, all of [PsPrint's](#) rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers. Merchant may change Merchant's policies and operating procedures at any time. For example, Merchant will determine the prices to be charged for [products](#) sold under this Program in accordance with Merchant's own pricing policies. Product prices and availability may vary from time to time. Because price changes may affect [products](#) that Partner already have listed on Partner's Website, Partner may not include price information in Partner's product descriptions. Merchant will use commercially reasonable efforts to present accurate information, but Merchant cannot guarantee the availability or price of any particular product.

Identifying Partner as a Reseller

Partner may not make any press release with respect to this Agreement or Partner's participation in the Program without Merchant's prior written consent, which may be given or withheld in Merchant's sole discretion. In addition, Partner may not in any manner misrepresent or embellish the relationship between Merchant and Partner, or express or imply any relationship or affiliation between Merchant and Partner or any other person or entity except as expressly permitted by this Agreement (including by expressing or implying that [PsPrint.com](#) supports, sponsors, endorses or contributes money to any charity or other cause).

Enrollment in the Program

Merchant grants Partner a nonexclusive, revocable right to use the graphic image and text described in Section 9 and such other images for which Merchant grants express permission, solely for the purpose of identifying Partner's Website as a Program participant and to assist in generating product sales. Partner may not modify the graphic image or text, or any other of Merchant's images, in any way. Merchant reserves all of Merchant's rights in the graphic image and text, any other images, Merchant trade names and trademarks, and all other intellectual property rights. Merchant may revoke Partner's license at any time by giving Partner written notice.

In addition, Merchant grants Partner a nonexclusive, worldwide right to reproduce and use all graphic images and other materials provided to Partner, solely for the purpose of creating Special Links connecting Partner's Website to the PsPrint.com Website and promoting [Products](#) for sale.

Responsibility for Partner's Website

Partner will be solely responsible for the development, operation, and maintenance of Partner's Website and for all materials that appear on Partner's Website. For example, Partner will be solely responsible for:

- The technical operation of Partner's Website and all related equipment
- Creating and posting Product descriptions on Partner's Website and linking those descriptions to Merchant's product pages
- The accuracy and appropriateness of materials posted on Partner's Website (including, among other things, all Product-related materials)
- Ensuring that materials posted on Partner's Website do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights)
- Ensuring that materials posted on Partner's Website are not libelous or otherwise illegal
- Ensuring that Partner's Website accurately and adequately discloses, either through a privacy policy or otherwise, how Partner collects, uses, stores, and discloses data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers.

Term of the Agreement

The term of this Agreement will begin upon Merchant's acceptance of Partner's Program Application and will end when terminated by either party. Either Partner or Merchant may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this Agreement for any reason, Partner will immediately cease use of the discount gift code, product images from Merchant's database, and all [PsPrint](http://PsPrint.com) trademarks, trade dress and logos, and all other materials provided by or on behalf of Merchant to Partner pursuant hereto or in connection with the Program.

Modification

Merchant may modify any of the terms and conditions contained in this Agreement, at any time and in Merchant's sole discretion, by posting a change notice or a new agreement on Merchant's Website. Modifications may include, for example, changes in the scope of available

discount percentages, payment procedures, and Program rules. In the event of substantive changes to the terms of this agreement, Partner will be contacted by Email. Substantive changes include changes in the discount schedule. If any modification is unacceptable to Partner, Partner's only recourse is to terminate this agreement. Partner's continued participation in the program following Merchant's posting of a change notice or new agreement on Merchant's Website will constitute binding acceptance of the change.

Relationship of Parties

Partner and Merchant are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Partner will have no authority to make or accept any offers or representations on Merchant's behalf. Partner will not make any statement, whether on Partner's Website or otherwise, that reasonably would contradict anything in this Section.

Limitation of Liability

Merchant will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if Merchant has been advised of the possibility of such damages. Further, Merchant's aggregate liability arising with respect to this Agreement and the Program will not exceed the total discount granted to Partner under this Agreement.

Partner hereby agrees to indemnify and hold harmless [PsPrint](#) and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (a) any claim that Merchant's use of the Affiliates Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (b) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by Partner herein, or (c) any claim related to Partner's business, including, without limitation, content therein not attributable to Merchant.

Disclaimers

Merchant makes no express or implied warranties or representations with respect to the Program or any [products](#) sold through the Program (including, without limitation, warranties of fitness, merchantability, noninfringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, Merchant makes no representation that the operation of Merchant's Website will be uninterrupted or error-free, and Merchant will not be liable for the consequences of any interruptions or errors.

Independent Investigation

PARTNER ACKNOWLEDGES THAT PARTNER HAS READ THIS AGREEMENT AND AGREES TO ALL ITS TERMS AND CONDITIONS. PARTNER UNDERSTANDS THAT MERCHANT MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR CONTRACT WITH BUSINESSES THAT ARE SIMILAR TO OR COMPETE WITH PARTNER'S BUSINESS. PARTNER HAS INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE

PROGRAM AND IS NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

Arbitration

Any dispute relating in any way to this Agreement (including any actual or alleged breach hereof), any transactions or activities under this Agreement or Partner relationship with Merchant or any of Merchant's affiliates shall be submitted to confidential arbitration in Oakland, California except that, to the extent Partner has in any manner violated or threatened to violate Merchant's intellectual property rights, Merchant may seek injunctive or other appropriate relief in any state or federal court in the state of California. By entering this agreement, Partner consents to non-exclusive jurisdiction and venue in such courts or any other court of competent jurisdiction. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

Miscellaneous

This Agreement will be governed by the laws of the United States and the state of California, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in San Francisco, California, and Partner irrevocably consents to the jurisdiction of such courts. Partner may not assign this Agreement, by operation of law or otherwise, without Merchant's prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Merchant's failure to enforce Partner's strict performance of any provision of this Agreement will not constitute a waiver of Merchant's right to subsequently enforce such provision or any other provision of this Agreement.

Rules Regarding Reseller Commutations and Promotion

The following rules apply to any press release or other communication that Partner may want to issue in connection with Partner's participation in the PsPrint Reseller Program, as well as to any other promotion of Partner's Business.

Press Releases and Other Communications (Including all communications on partner's website or via other media)

1. Any communication must accurately identify that Partner is participating in the "PsPrint Reseller Program."
2. Any communication must clearly and accurately describe the nature of Partner's participation in the PsPrint Reseller Program: Partner's communication must not create confusion or misrepresent the nature of Partner's or any other participant's participation in the PsPrint Reseller Program.

Partner may, without Merchant's prior consent, say the following in any communication: that Partner has become a PsPrint Reseller, and/or that Partner has joined or become a member of the PsPrint Reseller Program.

Partner must obtain Merchant's prior written consent to use any other description of Partner's participation in the PsPrint Reseller Program or of the program itself, which Merchant may give

or withhold at Merchant's sole discretion. If Partner seeks such consent, please submit the entirety of Partner's proposed press release to Merchant by Email at resellers@psprint.com for review.

Other Website Promotion

1. To protect the integrity of the reputation of PsPrint Resellers as well as the [PsPrint](#) brand name, Partner may not promote Partner's business via certain forms of indiscriminate advertising, commonly referred to as "spamming." Accordingly, Partner may not promote Partner's business via postings to non-commercial newsgroups or cross-postings to multiple newsgroups at once.
2. Notwithstanding the foregoing, Partner may promote Partner's business via mailings to recipients who are already customers or subscribers to Partner's business services, provided that the recipients have the option to remove themselves from future mailings. Further, Partner may promote Partner's business via newsgroup postings to newsgroups that specifically welcome commercial messages (when in doubt, consult the newsgroup FAQ or moderators to be sure that such a message is acceptable in that newsgroup).
3. In all promotion, Partner must clearly represent Partner and Partner's business as entities independent from [PsPrint](#), [PsPrint](#) affiliated companies, the [PsPrint](#) Website, and any of [PsPrint's](#) affiliated companies' Websites.
4. Generally, in any forum or media, Partner must honor the advertising practices and restrictions that are commonly considered acceptable by its readers.

[PsPrint, LLC](#) reserves the right at its sole discretion to modify the foregoing rules at any time. [PsPrint](#) reserves the right to take action against any person or entity that does not conform to these rules.

Guidelines for Using the PsPrint® Trademark

These guidelines apply to Partner's use of [PsPrint®](#) (The "Trademark") in materials which have been approved in advance by [PsPrint, LLC](#).

1. Partner may use the Trademark solely for the purpose authorized by [PsPrint, LLC](#).
2. Partner may not alter the Trademark in any manner. For example, Partner may not change the proportion, color, or font of the Trademark.
3. Partner may not display the Trademark in any manner that implies sponsorship, endorsement by [PsPrint, LLC](#) outside of Partner's involvement in the Reseller Program.
4. Partner may not use the Trademark to disparage [PsPrint](#), its [products](#) or [services](#), or in a manner which, in [PsPrint, LLC's](#) reasonable judgment, may diminish or otherwise damage [PsPrint, LLC's](#) goodwill in the Trademark.
5. The Trademark must appear by itself, with reasonable spacing (at least the height of the Trademark) between each side of the Trademark and other graphic or textual elements.
6. Partner acknowledges that all rights to the Trademark are the exclusive property of [PsPrint, LLC](#), and all goodwill generated through Partner's use of the Trademark will inure to the benefit of [PsPrint, LLC](#).

Editorial Guidelines for Paid Search Listings

Many of Merchant's resellers are now using paid search to generate commission. Here are the editorial guidelines to help Partner stay compliant with the [PsPrint's](#) operations agreement:

1. Correct representation of [PsPrint](#) brand. Use www.PsPrint.com URL for the visible URL in Partner's listings if Partner is linking directly to [PsPrint](#) website. Partner is not allowed to dilute blur or tarnish the value of [PsPrint](#) trademark, and/or [products](#) and [services](#). (For example, Partner is not allowed to say in the copy of Partner's ads, that [PsPrint](#) does not offer discounts, [products](#) or [services](#) that Partner's website is offering.)
2. If Partner is linking directly to [PsPrint's](#) site, Partner must place [PsPrint's](#) URL as the visible URL in Partner's ad.
3. Keywords involving [PsPrint's](#) trademark "[PsPrint](#)" and variations thereof. Partner shall not purchase or register search engine keywords, AdWords, search terms or other identifying terms that include the word "[PsPrint](#)" or any variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service. Specifically, this policy prohibits Partner from bidding on:
 - a. [PsPrint's](#) trademark, "[PsPrint](#)", "[PsPrint.com](#)" and any keyword string that includes this term. For example, "ps printers", "psprint coupons", "psprint and coupons", "psprinters", etc.; and
 - b. Variations of [PsPrint's](#) trademark: for example "ps printers", "ps printing", "www.psprint.com", "ps-print", "ps print", "www.psprint", "ww.psprint.com", "ps-print.com", "www.psprinting.com", "ps.print", "wwwpsprint.com", "psprintcom", etc.
 - c. If [PsPrint](#) determines, in its sole discretion, that Partner has purchased or attempted to purchase "[psprint](#)" or one of the two cited examples above, then [PsPrint](#) may (without limiting any other remedies available to it) pursue any or all of the following actions:
 - i. Withhold, or cancel any and all compensation otherwise payable to Partner beginning with the date on which Partner purchased the prohibited trademarked terms;
 - ii. Remove Partner from the PsPrint Reseller Program permanently.
4. Correct representation of [PsPrint](#) features and promotions. All promotions or claims must be accurate at any time that the ad is running.

If Partner breaches any of these [PsPrint](#) guidelines, Partner may be removed from the Program immediately and/or permanently. [PsPrint](#) also reserves the right to withhold, or cancel any and all compensation for transactions not in compliance with these Terms and Conditions.

[PsPrint, LLC](#) reserves the right in its sole discretion to modify these guidelines at any time.

[PsPrint, LLC](#) reserves the right to take action against any use that does not conform to these guidelines.