

PsPrint Reseller Program Terms & Conditions

This Agreement contains the complete terms and conditions that apply to an individual or entity's participation in PsPrint.com Reseller Program (the "Program"). As used in this Agreement, "PsPrint" means PsPrint, a division of Deluxe Small Business Inc., 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 to PsPrint's Website located at the URL: <http://www.psprint.com>.

1. Enrollment in the Program

To begin the enrollment process, the Partner will express interest to PsPrint to join the program by filling out the Reseller Application and the Uniform Sales and Use Tax Certificate. PsPrint will evaluate the Partner in good faith and will notify Partner of Partner acceptance or rejection. PsPrint may reject Partner if PsPrint determines (at its sole discretion) that Partner is unsuitable for the Program.

Unsuitable Partners may include those that:

- a. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
- b. Promote illegal activities
- c. Include "psprint" or variations or misspellings thereof in their domain names
- d. Otherwise violate intellectual property rights of others

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

2. Order Processing

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

3. Information Collection

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

Further, Partner acknowledges and agrees that Partner will:

- a. Use any data, images, text, or other information obtained by Partner from PsPrint or PsPrint's Website in connection with this Agreement ("content") only in a lawful manner and only in accordance with the terms of this Agreement.
- b. Not modify or alter any content that consists of a graphic image, other than to resize it.
- c. Not use any content in a manner intended to send sales to any website other than PsPrint.com Website.
- d. Promptly delete any content that is no longer displayed on PsPrint.com Website or that PsPrint notifies Partner is no longer available for Partner's use.

4. Discount Coupon Codes

PsPrint will provide Partner with an exclusive discount coupon code granting a **20% off regular priced items** and a separate coupon code granting an **additional 5% off sale items** (only one coupon code can be used per order). "Qualifying revenues" are revenues derived by PsPrint from PsPrint sales of qualifying products, including: beverage coasters, 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, window clings, and banners. "Qualifying revenues" do not include shipping & handling fees, mailing fees, design fees, die cutting fees, foil stamping fees and taxes.

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

5. 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. PsPrint may change PsPrint's policies and operating procedures at any time. For example, PsPrint will determine the prices to be charged for products sold under this Program in accordance with PsPrint'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. PsPrint will use commercially reasonable efforts to present accurate information, but PsPrint cannot guarantee the availability or price of any particular product.

6. 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 PsPrint's prior written consent, which may be given or withheld in PsPrint's sole discretion. In addition, Partner may not in any manner misrepresent or embellish the relationship between PsPrint and Partner, or express or imply any relationship or affiliation between PsPrint and Partner or any other person or entity except as expressly permitted by this Agreement (including expressing/implying that PsPrint.com supports, sponsors, endorses or contributes money to any charity or cause).

7. Enrollment in the Program

PsPrint grants Partner a nonexclusive, revocable right to use Trademarks, including the graphic image and text as described in Section 17 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 PsPrint's images, in any way. PsPrint reserves all of PsPrint's rights in the graphic image and text, any other images, PsPrint trade names and trademarks, and all other intellectual property rights. PsPrint may revoke Partner's license at any time by giving Partner written notice.

In addition, PsPrint 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 PsPrint.com Website and promoting Products for sale.

8. 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 when linking back to PsPrint's website. For example, Partner will be solely responsible for:

- a. The technical operation of Partner's Website and all related equipment
- b. Creating and posting Product descriptions on Partner's Website and linking descriptions to PsPrint's product pages
- c. The accuracy and appropriateness of materials posted on Partner's Website (including, among other things, all Product-related materials)
- d. 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)
- e. Ensuring that materials posted on Partner's Website are not libelous or otherwise illegal
- f. 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.

9. Term of the Agreement

The term of this Agreement will begin upon PsPrint's acceptance of Partner's Program Application and will end when terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by giving the other party 30 days written notice of termination. Upon the termination of this Agreement for any reason, Partner will immediately cease use of the discount coupon code, product images from PsPrint's database, and all PsPrint trademarks, trade dress and logos, and all other materials provided by or on behalf of PsPrint to Partner pursuant hereto or in connection with the Program.

10. Modification

PsPrint may modify any of the terms and conditions contained in this Agreement, at any time and in PsPrint's sole discretion, by posting a change notice or a new agreement on PsPrint'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 PsPrint's posting of a change notice or new agreement on PsPrint's Website will constitute binding acceptance of the change.

11. Relationship of Parties

Partner and PsPrint 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 PsPrint's behalf. Partner will not make any statement, whether on Partner's Website or otherwise, that reasonably would contradict anything in this Section.

12. Limitation of Liability and Indemnification

PsPrint 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 PsPrint has been advised of the possibility of such damages. PsPrint's cumulative liability under this Agreement will be limited to the total of all fees paid and payable for the six-month period preceding the event giving rise to any such liability.

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) resulting from or arising out of any negligence, misrepresentation or misconduct on Partner's part, or from any breach or default of this Agreement which is caused or occasioned by the acts of Partner. This paragraph shall survive the termination of this Agreement.

13. Disclaimers

PsPrint makes no express or implied warranties or representations with respect to the Program or any products sold through the Program and hereby disclaims any and all implied warranties including the implied warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights. In addition, PsPrint makes no representation that the operation of PsPrint's Website will be available on an uninterrupted, timely, secure or error-free basis, and PsPrint will not be liable for the consequences of any interruptions or errors.

14. Independent Investigation

PARTNER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT AND AGREES TO ALL ITS TERMS AND CONDITIONS. PARTNER UNDERSTANDS THAT PSPRINT 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.

15. Miscellaneous

This Agreement shall be construed with the laws of state of California, excluding its conflict of law provisions. 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 PsPrint'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. PsPrint's failure to enforce Partner's strict performance of any provision of this Agreement will not constitute a waiver of PsPrint's right to subsequently enforce such provision or any other provision of this Agreement. This Agreement and any documents incorporated herein by reference constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter hereof.

16. Rules Regarding Partner Communications 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 PsPrint Reseller Program.

- a. **Press Releases and Other Communications** (Including all communications on Partner's website or via other media)
 - i. Any communication must accurately identify that Partner is participating in the "PsPrint Reseller Program."
 - ii. Any communication must clearly and accurately describe the nature of Partner's participation in PsPrint Reseller Program: Partner's communication must not create confusion or misrepresent the nature of Partner's or any other participant's participation in PsPrint Reseller Program.

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

Partner must obtain PsPrint's prior written consent to use any other description of Partner's participation in PsPrint Reseller Program or of the Program itself, which PsPrint may give or withhold at PsPrint's sole discretion. If Partner seeks such consent, please submit the entirety of Partner's proposed press release to PsPrint by email at resellers@psprint.com for review.

- b. **Other Website Promotion**
 - i. To protect the integrity of the reputation of PsPrint Reseller Partners as well as 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.
 - ii. Notwithstanding the foregoing, Partner may promote Partner's participation in the PsPrint Reseller Program 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 participation in the PsPrint Reseller

Program 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).

- iii. In all promotions, Partner must clearly represent Partner and Partner's business as entities independent from PsPrint, PsPrint affiliated companies, PsPrint Website and any of PsPrint's affiliated companies' websites.
- iv. Generally, in any forum or media, Partner must honor the advertising practices and restrictions that are commonly considered acceptable by its readers.

PsPrint reserves the right at its sole discretion to modify the foregoing rules at any time. PsPrint reserves the right to take action against Partner, including its employees, consultants or contractors that do not conform to these rules.

17. Guidelines for Using PsPrint™ Trademark

These guidelines apply to Partner's use of PsPrint™ (the "Trademark") in materials which have been approved in advance by PsPrint.

- a. Partner may use the Trademark solely for the purpose authorized by PsPrint.
- b. Partner may not alter the Trademark in any manner. For example, Partner may not change the proportion, color or font of the Trademark.
- c. Partner may not display the Trademark in any manner that implies sponsorship, endorsement by PsPrint outside of Partner's involvement in the Reseller Program.
- d. Partner may not use the Trademark to disparage PsPrint, its products or services, or in a manner which, in PsPrint's reasonable judgment, may diminish or otherwise damage PsPrint's goodwill in the Trademark.
- e. 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.
- f. Partner acknowledges that all rights to the Trademark are the exclusive property of PsPrint, and all goodwill generated through Partner's use of the Trademark will inure to the benefit of PsPrint.

18. Editorial Guidelines for Paid Search Listings

Many of PsPrint's partners are now using paid search to generate commission. Here are the editorial guidelines to help Partner stay compliant with PsPrint's paid search program:

- a) 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.)
- b) If Partner is linking directly to PsPrint's site, Partner must place PsPrint's URL as the visible URL in Partner's ad. Partner shall not purchase or register search engine keywords, AdWords, search terms or other identifying terms that include the word "PsPrint" or any variations, including misspellings for use in any search engine, portal, sponsored advertising service or other search or referral service. Specifically, this policy prohibits Partner from bidding on:
 - i) 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
 - ii) 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 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) Permanently remove Partner from PsPrint Reseller Program.
- d) All PsPrint features, 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 reserves the right in its sole discretion to modify these guidelines at any time.

PsPrint reserves the right to take action against any use that does not conform to these guidelines.

