

# Terms of Service

**LAST UPDATED: AUGUST 27, 2019**

WELCOME TO THE TERMS OF SERVICE (THE "TERMS OF SERVICE") FOR PRINTHOUSEPRODUCTIONS.COM ("SITE" OR "PRINTHOUSEPRODUCTIONS.COM"), WHICH IS OWNED AND OPERATED BY DIGITAL ROOM, LLC ("PRINTHOUSEPRODUCTIONS", "WE", "US", OR "OUR"). FOR PURPOSES OF THESE TERMS OF SERVICE, "YOU" AND "YOUR" OR "USER" MEANS YOU AS THE USER OF THE SITE.

THE TERMS OF SERVICE CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND DIGITAL ROOM, LLC AND GOVERN ANY AND ALL USE OF THE SITE BY ANY AND ALL USERS OF THE SITE AND ANY SERVICES OFFERED THEREFROM. BY USING THIS SITE, YOU HEREBY AGREE TO BE BOUND BY THE TERMS OF SERVICE.

THESE TERMS OF SERVICE ALSO INCLUDE THE ORDER TERMS AND CONDITIONS SET FORTH BELOW, WHICH ARE INCORPORATED BY REFERENCE INTO AND FORM A PART OF THESE TERMS OF SERVICE.

IF YOU HAVE A SEPARATE AGREEMENT WITH DIGITAL ROOM, LLC, THE TERMS OF THAT SEPARATE AGREEMENT SHALL GOVERN TO THE EXTENT THEY ARE INCONSISTENT WITH OR OTHERWISE CONFLICT WITH ANY OF THE TERMS OF SERVICE.

THE SITE AND ITS SERVICES ARE INTENDED SOLELY FOR PERSONS WHO ARE 18 YEARS OF AGE OR OLDER. ANY ACCESS TO OR USE OF THE SITE OR ITS SERVICE BY ANYONE UNDER 18 YEARS OF AGE IS EXPRESSLY PROHIBITED. BY ACCESSING OR USING THE SITE, YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OLD OR OLDER.

## **Account Eligibility**

To use certain portions of the Site, including to place orders, you will need to create an account ("Account"). You agree to provide us with accurate, complete and updated information for your Account. You are solely responsible for protecting the confidentiality of your password for your Account and may not disclose your password to any other person.

In the event that an unauthorized user gains access to the password-protected area of the Site as a result of your acts or omissions, you agree that you shall be liable for any such unauthorized use.

## **Copyright Notice**

You agree that all content included on this Site, including, without limitation, the information, data, software, photographs, graphs, typefaces, graphics, images, illustrations, maps, designs, icons, written and other material and compilations (collectively, "Content") are intellectual property and copyrighted works of PrintHouseProductions, its licensees, and/or various third-party providers ("Providers"). Except where expressly provided otherwise by us, nothing made available to users via the Site may be construed to confer any license or ownership right in or materials published or otherwise made available through the Site or its services, whether by estoppel, implication, or otherwise. All rights not granted to you in the Terms of Service are expressly reserved by us.

Reproductions or storage of Content retrieved from this Site, in all forms, media and technologies now existing or hereafter developed, is subject to the U.S. Copyright Act of 1976, Title 17 of the United States Code.

### **Corporate Identification and Trademarks**

"PrintHouseProductions.com" and any and all other marks appearing on this Site are trademarks of PrintHouseProductions in the United States and other jurisdictions ("Trademarks"). You may not use, copy, reproduce, republish, upload, post, transmit distribute or modify the Trademarks in any way, including in advertising or publicity pertaining to distribution of materials on this Site, without PrintHouseProductions's prior written consent. The use of Trademarks on any other website or network computer environment is prohibited. PrintHouseProductions prohibits the use of Trademarks as a "hot" link on, or to, any other website unless establishment of such a link is pre-approved by PrintHouseProductions in writing.

### **User Conduct**

You are solely responsible for the content and context of any materials you post or submit through the Site. You warrant and agree that while using the Site, you shall not upload, post, transmit, distribute or otherwise publish through the Site any materials which: (a) are unlawful, threatening, harassing or profane; (b) restrict or inhibit any other user from using or enjoying the Site; (c) constitute or encourage conduct that would constitute a criminal offense or give rise to civil liability; or (d) contain a virus or other harmful component or false or misleading indications or origin or statements of fact.

You may only use this Site to make legitimate requests to purchase the products or services offered via the Site (each, a "Request"). It is a violation of law to place a Request in a false name or with an invalid credit card. Please be aware that even if you do not give us your real name, your Web browser transmits a unique Internet address to us that can be used by law enforcement officials to identify you. Fraudulent users may be prosecuted to the fullest extent of the law.

You agree that you shall not use this Site to make any misleading, slanderous, illegal, speculative, false or fraudulent Requests. You may not use robots or other automated means to access or crawl this Site or any data on information on the Site, unless specifically permitted by

PrintHouseProductions. You represent that you are of sufficient legal age to create binding legal obligations for any liability you may incur as a result of your use of this Site.

Permission is granted to electronically copy and print in hard-copy portions of this Site for the sole purpose of using this Site as a shopping resource. Any other use of materials or Content on this Site, including reproduction for a purpose other than that noted above without PrintHouseProductions prior written consent is prohibited.

In addition to the foregoing and in consideration of being allowed to use the Site, you agree that the following actions shall constitute a material breach of the Terms of Service:

- Collecting information about the Site or users of the Site without our written consent;
- Modifying, framing, rendering (or re-rendering), mirroring, truncating, injecting, filtering or changing any content or information contained in the Site, without our written consent;
- Using any deep-link, page-scrape, robot, crawl, index, spider, click spam, macro programs, Internet agent, or other automatic device, program, algorithm or methodology which does the same things, to use, access, copy, acquire information, generate impressions or clicks, input information, store information, search, generate searches, or monitor the Site or any portion thereof;
- Accessing or using the Site for competitive purposes;
- Disguising the origin of information transmitted to, from, or through the Site;
- Impersonating another person;
- Distributing viruses or other harmful computer code(s);
- Allowing any other person or entity to impersonate you to access or use the Site;
- Using the Site for any purpose in violation of local, state, national, international laws;
- Using the Site in a way that is intended to harm, or a reasonable person would understand would likely result in harm, to the user or others;
- Circumventing any measures implemented by us aimed at preventing violations of the Terms of Service.

We expressly reserve the right, in our sole discretion, to terminate a user's access to any or all areas of the Site due to any act that would constitute a violation of these Terms of Service.

### **Linking to the Site**

Creating or maintaining any link from another website to any page on this Site without our prior written permission is prohibited. Running or displaying this Site or any material or content displayed on this Site in frames or through similar means on another website without our prior

written permission is prohibited. Any permitted links to this Site must comply with all applicable laws, rules and regulations.

### **User Generated Content**

If you believe in good faith that materials appearing on this Site infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. A conforming notice must contain the following: (a) your name, address, telephone number, and email address (if any); (b) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to locate the material; (c) statement that you, the complaining party, has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; (d) a statement under penalty of perjury that the information in the notification is accurate and that you are (or are authorized to act on behalf of) the owner of an exclusive right that is allegedly infringed; and (e) your physical or electronic signature as the owner or a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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. You can find more information on the U.S. Copyright Office website, currently located at <http://www.loc.gov/copyright>. In accordance with the DMCA, PrintHouseProductions has designated an agent to receive notification of alleged copyright infringement in accordance with the DMCA:

### **User Comments, Feedback and Other Submissions**

All comments, feedback, suggestions and ideas disclosed, submitted or offered to a Covered Party in connection with your use of this Site (collectively, "Comments"), shall become and remain the exclusive property of PrintHouseProductions. The Comments may be used by a Covered Party in any medium and for any purpose worldwide, without obtaining your specific consent and you relinquish all rights to such Comments. No Covered Party is under any obligation to maintain your Comments (and the use of your first name and first initial of your last name with any comments) in confidence, to pay to you any compensation for any Comments submitted or to respond to any of your Comments. You agree you will be solely responsible for the content of any Comments you make.

### **Links to Third Party Websites**

From time to time, this Site may contain links to websites that are not owned, operated or controlled by us or our affiliates. All such links are provided solely as a convenience to you. If you use these links, you will leave this Site. Neither we nor any of our affiliates are responsible for any content, materials or other information located on or accessible from any other website.

Neither we nor any of our affiliates endorse, guarantee, or make any representations or warranties regarding any other website, or any content, materials or other information located or accessible from such websites, or the results that you may obtain from using such websites. If you decide to access any other website linked to or from this website, you do so entirely at your own risk.

## **Privacy**

You confirm that you have read, understood and agree to the PrintHouseProductions.com [Private Policy](#), the terms of which are incorporated herein, and agree that the terms of such policy are reasonable and satisfactory to you. You consent to the use of your personal information by PrintHouseProductions, its third-party providers, and/or distributors in accordance with the terms of and for the purposes set forth in the PrintHouseProductions.com [Private Policy](#). If you are not a resident of the United States, please note that the personal information you submit to the Site will be transferred to the United States and processed by PrintHouseProductions in order to provide this Site and its services to you, or for such other purposes (as set forth in the [Private Policy](#)).

## **DISCLAIMER OF WARRANTIES**

THE SITE, INCLUDING ALL CONTENT, FUNCTIONS, AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, IS PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. PRINTHOUSEPRODUCTIONS DOES NOT WARRANT THAT THE SITE OR THE FUNCTIONS, FEATURES OR CONTENT CONTAINED THEREIN WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CERTAIN USERS.

## **LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PRINTHOUSEPRODUCTIONS INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, ASSIGNS OR AFFILIATES (COLLECTIVELY, THE "COVERED PARTIES") - BE LIABLE FOR ANY INJURY, DEATH, LOSS, CLAIM, DAMAGE, ACT OF GOD, ACCIDENT, DELAY, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH ANY USE OF THIS SITE OR WITH ANY DELAY OR INABILITY TO USE THIS SITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS

OR SERVICES OBTAINED THROUGH THIS SITE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CERTAIN USERS. UNDER NO CIRCUMSTANCES SHALL THE COVERED PARTIES BE LIABLE TO YOU OR ANY OTHER CUSTOMER FOR SAID CUSTOMER'S LOSS OF BUSINESS, LOSS OF PROFITS, POSTAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED BY SUCH CUSTOMER AS A RESULT OF OUR ERROR, MISTAKE, OR FAILURE TO PERFORM SERVICES.

IN NO EVENT SHALL THE COVERED PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE) ARISING FROM THIS AGREEMENT OR YOUR USE OF THE SITE EXCEED THE AMOUNT PAID BY YOU TO PRINTHOUSEPRODUCTIONS FOR THE REQUEST.

### **Indemnification**

You agree to defend, indemnify and hold harmless the Covered Parties (as defined above) from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to (A) your use of the Site, (B) your breach of the Terms Of Service, (C) your dispute with another user, (D) the unauthorized access to any password-protected area of the Site using your password, and (E) any image or content being reproduced as part of your order. If using the Site on behalf of a Third Party (as described below), you agree to defend, indemnify and hold harmless the Covered Parties as described on behalf of yourself and any Third Party.

### **Third Parties**

If you use this Site to submit Requests for or on behalf of a third party ("Third Party"), then you represent and warrant that you are authorized by such Third Party to submit Requests or otherwise use the Site on its behalf. You agree that you are responsible for any error in the accuracy of information provided in connection with such use as well as for any Request submitted, including related fees, charges and performance obligations. In addition, you must inform the Third Party of all Terms of Service applicable to all products or services acquired through this Site, including all rules and restrictions applicable thereto.

### **Termination**

PrintHouseProductions reserves the right to terminate your Account and access to the Site and its services at any time. Termination by PrintHouseProductions may include removal of access to the Service, deletion of your password, deletion of all related information and files, may include the deletion of content associated with your Account (or any part thereof), and other steps

intended to bar your further use of the Site and its services. If you become dissatisfied with the Site, your sole and exclusive remedy is to immediately discontinue use of the Site.

### **Amendments to Terms of Service**

PrintHouseProductions reserves the right, at our sole discretion, to change, modify or otherwise alter the Terms of Service at any time. You agree that we may modify the Terms of Service and such modifications shall be effective immediately upon posting to the Site. You agree to review these terms and conditions periodically to be aware of modifications. Continued access or use of the Site following such posting shall be deemed conclusive evidence of your acceptance of the modified Terms of Service except and to the extent prohibited by applicable state or federal law.

### **Changes to the Site**

We reserve the right, for any reason, in our sole discretion, to terminate, suspend or change any aspect of the Site including but not limited to content, prices, features or hours of availability. We may impose limits on certain features of the Site or restrict your access to any part or all of the Site without notice or penalty. You agree that PrintHouseProductions will not be liable to you or to any third party for any such limitation, modification, change, suspension or discontinuance of the Site.

### **Additional Terms**

The captions in these Terms of Service are only for convenience and do not, in any way, limit in part or whole, or otherwise define the terms and provisions of these Terms of Service. None of the Covered Parties are responsible for any errors or delays in responding to a Request caused by an incorrect email address provided by you or other technical problems beyond their control. If any provision of the Terms of Service is held to be invalid or unenforceable by a court of competent jurisdiction, then such provision shall be enforced to the maximum extent possible so as to uphold the intent of the Terms of Service, and the remainder of the Terms of Service shall continue in full force and effect. The failure by either you or PrintHouseProductions to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. You agree that any cause of action arising out of or related to the Site or the Terms of Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. All provisions in the Terms of Service regarding representations and warranties, indemnification, disclaimers, and limitation of liability shall survive the termination of the Terms of Service.

### **Entire Agreement**

These Terms of Service, together with the Privacy Policy and those terms and conditions incorporated herein or referred to herein, constitute the entire agreement (collectively, the "Agreement") between you and each Covered Party relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the

subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this Site.

### **Governing Law & Exclusive Venue for Disputes**

The internal laws of the State of California shall govern the performance of these Terms of Service, without regard to such state's conflicts of laws principles. You consent to the exclusive jurisdiction and venue of the state and federal courts located in the County of Los Angeles in the State of California for all disputes arising out of, or relating to, the Terms of Service and use of this Site or its services.

### **Equitable Relief**

You agree that a breach of these Terms of Service will cause irreparable injury to PrintHouseProductions for which monetary damages would not be an adequate remedy and PrintHouseProductions shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.

### **California Notice**

Notice for Users in California Only. This notice is for users of the Site residing in the State of California. Please be advised that the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be reached by mail at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (800) 952-5210.

### **Notices**

Except as explicitly stated otherwise, any notices shall be given by email to PrintHouseProductions at [info@PrintHouseProductions.com](mailto:info@PrintHouseProductions.com) or to you at the email address you provide to PrintHouseProductions. Notice shall be deemed given 24 hours after the email is sent, unless the sending party is notified that the email address is invalid.

We can be reached via email at [info@PrintHouseProductions.com](mailto:info@PrintHouseProductions.com); or by telephone at 888.888.4211.

### **Payment**

All prices and amounts shown on this Site are in U.S. Dollars (USD), unless otherwise noted. All prices set forth on the Site and stated herein are based on current costs and subject to change without notice and payment amounts and other terms may be subject to additional agreements between User and PrintHouseProductions.

If a User submits an order on the Site to purchase printing products, mailing services, design services or other services, the User agrees that all charges, taxes and shipping/handling fees will automatically be charged to the credit card or paid by User with an approved payment method.



Production of all items ordered hereunder is subject to the terms outlined below in the "Printing Turnaround Time" section, and will not begin until an order is fully paid, including shipping and handling fees, if applicable except where PrintHouseProductions has explicitly agreed to specific delayed payment terms (e.g. Net 30) with the User prior to placing an order. Users who have delayed payment agreements with PrintHouseProductions are required to provide payment in accordance with the terms of their applicable payment agreement(s).

Once the print file(s) associated with an order have been approved by the User as described below in the "Printing Turnaround Time" section, and will not begin until an order is fully paid, the order will be "In Production" and no changes will be allowed to the print files, job characteristics, or printing turnaround time. After an order is In Production, the entire amount of the order along with applicable taxes and shipping/handling fees shall be deemed fully paid and non-refundable, except as provided for in the Return & Refund Policy below. Additional Service Fees, List Purchase and USPS Postal Costs are non-refundable. Except as provided for in the Return & Refund Policy below, any payment received from the User shall be deemed fully paid to PrintHouseProductions and non-refundable at a rate of twenty percent (20%) for each calendar month that passed after the date of the User's initial submission even where the print job never reaches the "In Production" or shipment phase due to no fault of PrintHouseProductions (e.g. User fails to respond to approval of proof/print job, User fails to provide information to complete the print job or shipment, User otherwise fails to cancel his or her order prior to reaching the "In Production" phase, etc.).

### **Return & Refund Policy**

At PrintHouseProductions.com, we strive to provide our Users with the best possible printing experience. If you are not 100% satisfied with your order for any reason, please contact our customer service department. Depending on the issue, there approved solutions are as follows:

- **100% Refund or reprint on any defective print orders**
- **100% Free expedited reprint on any orders lost in transit**
- **20% Refund for every business day that your order is printed late**

All policies are subject to change without prior notification. Defective product refunds and reprints shall not exceed the amount paid by the User or \$1,000.00 (whichever is less). Determination of defect is at the sole discretion of PrintHouseProductions. In most cases, Users will be requested to submit digital photos documenting the product defect and/or ship the defective products back to customer service. Free expedited reprint on any orders lost in transit is limited to orders less than or equal to \$250. Turnaround and shipping for reprint orders will vary depending upon available production capacity and manager's discretion.

Direct mail services including printing, mailing services, list services and design services are not subject to the foregoing return policies. Refunds or reprint on direct mail orders will be evaluated on a case-by-case basis and any refund/reprint shall be determined by PrintHouseProductions in its sole discretion. Under absolutely no circumstance will postage be refunded for any reason once it has been physically applied to an item ordered, regardless if it is yet to be mailed or not.

### **Our Sales Tax Policy**

PrintHouseProductions.com charges sales tax on orders picked-up from or shipped to addresses in accordance with state and local regulations unless you are tax exempt. If you are tax exempt, you need to send or fax to us your tax exemption certificate.

If, after the User has paid the invoice, it is determined that more tax is due, then the User must promptly remit the required taxes to the taxing authority or immediately reimburse the provider for any additional taxes paid.

### **Proofs**

If requested, an online proof will be available for your review after we have received your files for print. Actual time will vary depending on our current workload. Jobs with proof requests will not be sent to press without your approval unless the proof approval is explicitly waived. Should you not approve your proof, we will print it as is and are thereby not at all responsible for the final quality or accuracy of the product. It is the User's responsibility to log in to their Account and check on their proof. We are not liable for delays in the order caused by User's non-approval of the proof. We do reserve the right to, at our discretion, make minor changes to the proof and product as needed for the efficacy of printing.

An online proof is by no means an accurate color reproduction of your final printed piece but is the final opportunity for you to check the layout, bleeds, crops and final text. Electronic proofs do not show transparency and over print issues. Nor do they show color change from RGB or Pantone to CMYK.

The proof must be treated as independent from the original submitted file and thoroughly reviewed prior to approval. It should be checked against the original file for possible errors in layout, copy, spacing, punctuation or image placement. User is fully responsible for all that is contained in the final approved proof.

PrintHouseProductions.com offers hard copy proofs which show reasonable likeness to the final printed pieces. Such proofs are recommended for color-critical art and must be requested by the User when the print order is made. Hard copy proofs are printed on a substrate different from the actual paper stock and while its main purpose is to show color, variations may occur depending on the finish selected (AQ, matte, UV) for the final print job. We do not offer hard copy proofs for art that would be printed on uncoated paper.

The request for a hard copy proof may involve an additional fee and would extend the amount of time needed to complete the job. For orders where a hard copy proof has been requested, the approval must be received by PrintHouseProductions.com on or before our published cut-off times. We will make every reasonable effort to match colors in production when a hard copy proof is requested. However, it is the User's responsibility to determine if they need a hard copy proof with their print order.

### **Cancellation**

An order may not be canceled once it is "In Production". If the order is still in the preflight or proofing stage, it may be canceled subject to the following fees, when applicable:

- a. Orders placed, paid for and then canceled before 5pm PST on the same day may be refunded in full or booked as store credit to be applied to future orders;
- b. Orders below \$100 will not be subject to cancellation fees;
- c. Orders from \$100 to \$500 will be subject to a \$15.00 cancellation fee;
- d. Orders \$500 and above will be subject to a cancellation fee of 3.5% of the full order amount

### **Color Accuracy**

PrintHouseProductions.com will reproduce color from submitted print-ready files as closely as possible, but cannot exactly match color and density (as viewed in a 5000K light booth). Because of inherent limitations with the printing process, as well as neighboring image ink requirements, the accuracy of color reproduction is not guaranteed. By placing an order with PrintHouseProductions.com, you agree to this limitation. We will try our best to match the gradient density of each color, but we accept no responsibility for color variations between submitted files and the final printed piece.

Under no circumstances will a reprint be honored for color variations that have occurred during the printing process. We are not liable for color matching or ink density on screen proofs that you approve. Screen proofs will predict design layout, text accuracy, image proportion and placement, but not color or density. Application of UV coating may affect or change the appearance of the printed colors. We are not liable for the final color appearance of a UV coated product.

### **No Liability for Errors**

PrintHouseProductions is not liable for errors in a final product caused by any of the following reasons:

- Spelling, punctuation and grammatical errors
- Low resolution or low quality graphics and images
- Damaged fonts
- Transparency issues
- Overprint issues
- Artwork files that are not created following our specifications
- Variances in color from the conversion of Pantone or RGB colors to CMYK
- Errors in user-selected options such as size, quantity, paper and finish
- Duplicate orders submitted by the User
- Incorrect files uploaded
- Incorrect file orientation
- Cracking on folds
- Cutting variances
- Damage to products after delivery to User
- Incorrect or undeliverable shipping address

User is responsible for reviewing their files and correcting any issues prior to placing the order.

### **Over print and under print Policy**

Due to the gang run method that PrintHouseProductions.com uses, we cannot guarantee that every order will be the exact number of items which was ordered. PrintHouseProductions can only guarantee that it will come within plus or minus 10% of the number of items ordered. Although rare, in the event of an under run, we will either refund or give you Store Credit for the number of pieces we were "short" if over 10% of the order quantity.

### **Artwork Files**

Our prepress department checks all submitted artwork files before printing, but you are still 100% responsible for the accuracy of your print-ready artwork files, and we encourage you to proofread all files carefully before submitting to PrintHouseProductions.com.

PrintHouseProductions is not responsible for any issues as to orientation or alignment of the pages of your submitted artwork. By submitting the artwork to PrintHouseProductions.com, you certify that you have the right to use the image(s) in your artwork files. DO NOT send any "one-of-kind" transparencies, prints or artwork. Although we take every precaution to safeguard your materials, we are NOT responsible for loss or damage of images or artwork.

Under these Terms of Service, you agree that you will NOT upload any artwork files consisting of the following material: offensive, indecent or improper material, nudity, any material that could give rise to any civil or criminal liability under applicable law; and any material that could

infringe rights of privacy, publicity, copyrights or other intellectual property rights without the permission of the owner of these rights and the persons who are shown in the material if applicable. We will refuse an order based on foregoing reasons or for any other reason which in our opinion may be illegal in nature or an infringement on the rights of any third party. You accept full legal liability for the content of material processed and printed on your behalf and under your instructions. We reserve the right to refuse an order without disclosing a reason.

PrintHouseProductions.com may also provide artwork design tools which offer a limited number of elements, including icons, fonts, color schemes, and design effects. We reserve the right to use and offer all such elements to other parties in the future. Other PrintHouseProductions.com Users may use the same design tools to create images that may have similar or identical combinations of these elements. PrintHouseProductions provides no warranty of any kind that artwork created using the design tool will not infringe, or be subject to a claim of infringing, on the trademark, copyright or other rights of another party. It is solely your responsibility to obtain the advice of an attorney regarding whether any image, mark, logo name or design is legally available for your use and does not infringe on another party's rights.

We may, based on our sole discretion, set limits to the maximum number of days that we shall retain designs or other uploaded files, as well as the maximum storage space that we would allocate to such files. PrintHouseProductions is not responsible for the deletion or failure to store any file whether uploaded or designed on our website. We reserve the right to delete any file stored which has been inactive for an extended period of time, or for any other reason, without prior notice.

### **Promotional and Referral Codes**

PrintHouseProductions.com may offer certain promotional codes, referral codes or similar promotional coupons ("Promotional Codes") that may be redeemed for discounts, or other features or benefits related to the Site, subject to any additional terms that PrintHouseProductions establishes. You agree that Promotional Codes: (a) must be used in a lawful manner; (b) must be used for the intended audience and purpose; (c) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public forum, coupon collecting service, or otherwise), unless expressly permitted by PrintHouseProductions; (d) may be disabled or have additional conditions applied to them by PrintHouseProductions at any time for any reason without liability to PrintHouseProductions; (e) may only be used pursuant to the specific terms that PrintHouseProductions establishes for such Promotional Code; (f) are not valid for cash or other credits or points offered via the Site; and (g) may expire prior to your use.

### **Stock Images Terms**

PrintHouseProductions.com provides users access to professional stock images through an integration with Adobe. The licensing fee(s) for any stock image(s) you include in your artwork file will be added to your final total during checkout. By purchasing stock image(s) in this manner, you agree to adhere to all applicable [Adobe agreements](#). Any issues created as a

result of using such images are subject to [Adobe agreements](#); we are not responsible for any issues, failures, or mishaps that arise as a result of using this service.

You cannot return or exchange any stock image(s) that you purchase and all sales are final.

### **Printing Turnaround Time**

Printing turnaround time commences from the time we receive your print-ready files, approval for your proof and full payment for your order. If you have chosen to waive your proof approval, printing turnaround time commences from the time we have received your print-ready files and full payment for your order. For orders that do not have complete digital source files, or have files that are not print-ready, printing turnaround time commences from the time we receive acceptable print-ready files regardless of when payment was made.

Orders must be paid, print-ready files received and proofs approved by 5:00 P.M. PST (8:00 P.M. EST) for printing turnaround time to begin the next business day. For example, an order for two-day printing turnaround that you submitted at 3:00 P.M. PST (6:00 P.M. EST) and approved by 5:00 P.M. PST (8:00 P.M. EST) on Tuesday will be shipped out of our facility by end of business Thursday. If you approve a proof on your Next Day Turnaround order by 5:00 P.M. PST (8:00 P.M. EST) on Tuesday, it will be sent out of our facility by Wednesday end of business day. Please note that there is no production or shipping on Saturdays, Sundays and Holidays. As a result, these days are not considered when calculating printing turnaround time. In addition, while Printing turnaround time includes printing, cutting, and binding, it does not include design, mailing, or shipping transit times. You should allow additional business days for delivery based on the shipping method you selected. The estimated printing turnaround time advertised on this site is based on the typical number of hours or days that a print job is completed under normal circumstances, excluding Saturdays, Sundays and holidays.

Printing turnaround time for jobs with print-ready files, approved proofs and payment is guaranteed. The exclusive remedy for failing to meet a deadline is limited to a 20% refund for every business day of delay (up to the maximum refund amount per the Return & Refund Policy above). PrintHouseProductions will not be responsible for shipping-related costs on orders that do not go out by the due date.

### **Shipping**

Unless you choose Pick Up or Mailing Services, you need to select one of the shipping methods presented to you on the Site. All shipping may be done using FedEx, UPS or other freight carriers. PrintHouseProductions reserves the right to use the most appropriate carrier for the required transit time and destination. When choosing a shipping method, please remember that the estimated shipping transit time is based on the number of business days in transit and does not include weekends, holidays or the day the package is picked up by the carrier. For instance, a product shipped Two Day service and picked up on a Thursday would be delivered by end of day Monday.

PrintHouseProductions responsibility is limited to preparing your printing order and turning it over to the carrier for shipping. Shipping transit times vary and PrintHouseProductions assumes no responsibility for delays caused by shipping carriers, weather or any damages resulting from the failure to receive a job on time. Your order may arrive late due to unforeseen delays in delivery service, the breakdown of equipment, illness, etc.

PrintHouseProductions is not liable for damages that occur during shipping. Pick up orders will be kept for 30 days from the send date of the pick-up notification email. If the order has not been picked up from PrintHouseProductions facility within 30 days, it will be recycled.

PrintHouseProductions reserves the right to modify the shipping option selected by you and retain any related difference in charges between shipping options, where PrintHouseProductions completes the job prior to the turnaround time selected by you and there will be no adverse material impact on the target arrival date (see Target Arrival section below).

### **Target Arrival**

Target arrival dates are calculated by adding the printing turnaround time to the shipping transit time. Both printing and shipping times are based on business days only and do not include weekends or holidays.

For example, a product with a printing turnaround time of two business days and a shipping method of Two Day service would have a target arrival date of four business days after your files have been sent to production.

The cut off time for accepting files is 9:00 A.M. PST (12:00 Noon EST). If we receive print-ready files, proof approval, full payment and have successfully validated your delivery address by that time, we will commit to printing and shipping your product within the selected timeframe.

If you have requested a Hardcopy Proof, factor in approximately six business days to receive and approve your proof. For Next Day Hardcopy Proof, factor in an additional two business days. Please understand that target arrival dates are estimates, not guarantees. PrintHouseProductions assumes no responsibility for delays caused by shipping carriers, weather, the breakdown of equipment, illness, etc.

### **Mailing Services**

PrintHouseProductions.com offers mailing services to users who upload their own mailing lists "Uploaded Lists" and to users who rent a mailing list from PrintHouseProductions.com "Rented Lists". It is the User's responsibility to understand and comply with current mailing restrictions and all applicable federal, state and local laws, rules and regulations regarding direct mail marketing before placing the order with PrintHouseProductions.com.

While in our possession, Uploaded Lists remain the exclusive property of the User and shall be used only with User's instructions. User is responsible for checking the accuracy of Uploaded

Lists before submitting to PrintHouseProductions.com and to make sure that there is no confidential information or notes not meant for the recipient. Uploaded Lists will not be sold or offered for use to any other party, and PrintHouseProductions.com will not utilize the list for any other purpose. PrintHouseProductions.com contracts the services of third party vendors for the procurement of Rented Lists. If you use a Rented List on PrintHouseProductions.com, you acknowledge that you have no proprietary rights to the data in rented lists, and that it is your responsibility to use it as per the vendor's terms by which it was rented. Rented Lists are only available for your marketing purposes. You do not have the right to transfer or sell Rented Lists to other parties.

We offer a Delivery Guarantee of 92% on Rented Consumer Lists and 85% on Rented Business Lists if mailed within 30 days of the order. This guarantee covers only the accuracy of the mailing address and not of any other information in the list such as names and other demographic data. If actual delivery to addresses in a Rented List is lower than the guaranteed amount, we'll refund \$0.40 per address for each failed address that falls between the actual amount delivered and the guaranteed amount.

All mailing delivery dates are estimates, not guarantees. PrintHouseProductions responsibility is limited to preparing your mailing and completing delivery to the U.S. Postal Service ("USPS"). PrintHouseProductions responsibility ends when the job is delivered to the US Postal Service Business Mail Entry Unit. In no event shall PrintHouseProductions be liable for USPS performance failures or delivery delays.

PrintHouseProductions shall be liable to rectify printing and mailing errors only to the extent of re-mailing a correction or corrected job as soon as possible, and allowable damages shall be limited to the value of the printing work performed. In no case is PrintHouseProductions.com liable for loss of business; incidental or consequential damages; or costs in excess of billing for services related to the specific job. PrintHouseProductions.com is also not liable for returned mail pieces that are undeliverable for any reason. The User will defend and hold PrintHouseProductions harmless in any suit or court action brought against by others for alleged damages, costs, expenses (including reasonable attorney's fees), liabilities or losses resulting from circumstances where, acting as the User's agent, uses copy, photographs, or illustrations that are believed by others to be degrading, libelous or harmful to their reputations, images, or standing in the community or which in PrintHouseProductions sole judgment is an infringement on a trademark, or trade name, or service mark, or copyright belonging to others, or in a suit or court action brought against for actions of the User or User's employees which may occur as a result of any mailing service including mailing list rentals.

### **Miscellaneous**

All complaints must be registered within 24 hours of receipt of your final printing job. If we determine that your job contains manufacturing errors and/or defects, we will rerun your job at no charge.



All materials we create in producing your printed product are the property of PrintHouseProductions. Although these materials will NOT be sold or given to any other party, we reserve the right to distribute free samples of your printed product. Please note that your printed product or images used for your printed product will not be used in any national advertising without your prior written consent.