

Standard Terms and Conditions

IMPORTANT TERMS AND CONDITIONS FOR PLACING AN ORDER WITH ABCOtoGO (“we”, “us”, or “our”). By placing an order with ABCOtoGO, you agree to the following terms and conditions (“Agreement”). Please read them carefully before placing an order.

1. **SERVICES PROVIDED:** We provide graphic design, all types of printing and collateral materials, mailing preparation, branding, website design, promotional products, banners and trade event screens and other marketing support services. We do not guarantee or represent that we will provide a return on investment, guaranteed income, leads, orders, customers, response rates, or any desired, expected, or intended results.
 2. **TURNAROUND:** We use commercially reasonable efforts to meet your expectations and requests, including production and shipping dates. However, quoted and published ship or mail dates are best estimates and not to be considered guarantees.
 3. **SCHEDULE:** Production turnaround time begins after you approve your proof. For proofs approved after 12:00 pm (Eastern Time), production turnaround time will begin the next business day (pending the size and complexity of the job/project). Business days are considered Monday through Friday. Holidays are excluded from business days.
 4. **PAYMENT TERMS:** All orders must be prepaid before commencing production. We reserve the right to place jobs on indefinite hold if the credit card declines or for payment pending via check. There are no net credit terms accounts unless pre-approved in writing by management and secured by credit card or deposit. You authorize us to charge any credit card or debit card previously authorized for unpaid or overdue accounts not received within payment terms (if applicable). Additionally, you authorize us to charge any credit card or debit card previously used for nonsufficient funds (NSF or returned) checks. There is a fee of \$35 for any nonsufficient fund checks.
 5. **ALL SALES ARE FINAL:** Because each print job is created custom for you, it cannot be reused or resold. **ALL SALES ARE FINAL.**
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1. **ORDER CANCELLATIONS AND REFUNDS:** Credits or refunds for cancellation of orders are only available on orders that have NOT been APPROVED BY YOU and placed into production. If an order is cancelled AFTER we have sent a proof to you, but BEFORE it is approved by you, a refund will be provided to you less a \$50 administrative fee for work completed prior to cancellation. If an order is cancelled AFTER a proof is approved by you, no refund will be provided. There are also no refunds if an order is cancelled AFTER it has been placed into production.

Orders with custom dies, specialty foils, third-party services (such as variable data mailings or post-press services), or special “non-returnable” paper stocks are not refundable after the order is placed.

If you need to cancel an order placed, you must email the cancellation request to sales@abccoprint.com AND call and speak with our customer service specialist to confirm receipt of the cancellation and the cancellation charges at that point in time.

2. **CLAIMS AND RETURNS:** Claims for defects, damages, or shortages must be timely made by you in writing no later than 10 calendar days after delivery. If no such claim is made, you agree the order and performance tendered by us have been accepted. If a job is unacceptable to you due to true defects in workmanship, and all the materials shipped are returned to us for inspection and confirmation of the defects, we will reprint the job at no cost, or issue a credit for future orders. No cash refunds are offered. Please note that the FULL original order must be returned to us and be placed through our inspection process.

No reprints or credits are offered for the following reasons (these are not considered defects):

1. Low resolution or low-quality graphics and images as supplied by you
 2. Spelling, punctuation, and grammatical errors from your approved proof
 3. Damaged fonts from your computer system
 4. Transparency
 5. Overprint
 - Color reproduction
 6. Artwork files that are not created following our or ABCOtoGO Art File specifications
 7. Variances in color from the conversion of Pantone or RGB colors to CMYK
 8. Errors in user-selected options such as size, quantity, paper and finish
 9. Duplicate orders submitted by you
 10. Incorrect files uploaded by you
 11. Incorrect file orientation on your provided files.
 12. Cracking on folds
 13. Cutting variances
 14. Incorrect or undeliverable shipping addresses
3. **SHIPPING TERMS:** All shipments are FOB Shipping Point from our manufacturing location. We assume no liability for damage in shipping, missing, or otherwise delayed shipments.
4. **COLOR REPRODUCTION:** Because of differences in equipment manufacturers, including paper, inks, lighting, and other conditions, all print jobs utilize a “pleasing/standardized color” spectrum as determined by generally accepted printing trade practices. The color output of your print job is not guaranteed to match any other print order or previous printed copy. We are not responsible 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.
5. **PROOFING PROCESS:** If you select “online proof” or request a digital proof, ABCOtoGO will send an email notice shortly after receiving it into our production department. Please take note that an online proof is not an accurate color reproduction of the final printed piece but is a final opportunity for you to check the layout, bleeds, crops, and final text. The proofing process is very important to avoid any unintended issues.

Approval of the correct and final print version is your sole responsibility. ABCOtoGO is not responsible for any copy or design errors committed on edits once approved by you.

- a) **COLOR PRINTER AND INKJET OR COLOR COPIES:** Inkjet and laser prints will look substantially different than commercial offset and digital printing. ABCotoGO offers quick turnaround and competitive prices by printing to a “pleasing/general color” standard, using standard ink densities and saturations. There is no guarantee that your finished piece will match its printed sample. This is due to the varying results from different output devices including inkjet printers, continuous tone proofing devices, and film-based proofs. Consumer printers are known to saturate colors and all variations of paper substrates, including glossy “photo” paper will result in different looking outputs.
 - b) **CONTENT:** We reserve the right, in our sole discretion, to: i) refuse to provide service to you at any time and for any reason; or ii) print anything we deem improper, offensive, or known to be illegal. You guarantee that you have the legal authority to allow us to use all matter submitted to us by you, including but not limited to the necessary license and permission to use any copyrighted material, trademarks, or graphics. You are solely responsible for the content of all matter submitted to us by you. We are not liable for any damages resulting from violation of copyright laws or illegal use of trade names or slogans.
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1. **QUOTES AND ESTIMATES:** Written estimates are good for 30 days. An estimate not accepted within 30 days may be subject to change. All prices posted on our ABCotoGO website are subject to change without notice. Quotations are based on the accuracy and completeness of the specifications and selections provided by you in writing. We reserve the right to modify a prior quotation made if, at the time of submission of the order, the art or other parameter does not conform to the information on which the original estimate was based (including bleeds, page counts and font or image shifts).
 2. **OVERRUN/UNDERRUN:** ABCotoGO will normally deliver the exact quantity of goods ordered plus a small overage or additional amount. There is no extra charge for the overage. Should an order be delivered with less than the amount ordered, you agree that a credit issued for the value of the shorted pieces is acceptable as full satisfaction owed for the shorted items.
 3. **CUSTOMER FILES:** It is your (the customer’s) responsibility to maintain a copy of the original computer files, artwork. We are not responsible for accidental loss or damage to media supplied by you or for errors on supplied artwork furnished by you (the customer). We do not always archive your work for longer than it takes to produce the final product. DO NOT send any “one-of-kind” prints or artwork.
 4. **STOCK PHOTOGRAPHY LICENSE:** All materials and images we create in producing all printed materials or postcards are the property of us and/or our affiliates or licensors, and are protected by copyright, trademark, and other intellectual property laws. This includes typeset layouts and color scans. We may use licensed stock images for customer designs, under our corporate license. You may not re-use the material that we create for any other purpose other than the printed piece provided by us.
 5. **USPS DISCLAIMER:** We provide design, printing service and mailing preparation services. We DO NOT provide mail delivery services. This service is provided by United States Postal Service (“USPS”). We are not USPS and cannot guarantee the delivery schedules or in-home dates of your mailings. Our services are completed when your mail is delivered to the dock of the USPS. If there is a delivery or service issue specific to USPS, we will assist you in coordinating all available resolutions with USPS directly. USPS will require specific and/or verifiable proof of error. A self-certified statement that a postcard was not received is not a verifiable error for USPS.
 6. **DISTRIBUTION VERIFICATION:** Upon request by you within 30 days of the in-home date of your mailing, we will provide you verification that your mail was deposited with the USPS.

1. **POSTAGE FEES:** You should explicitly recognize that ABCotoGO is not the USPS and any money paid for postage is collected and paid to USPS on your behalf. These funds are not ours and are not refundable for any reason by us. To allow sufficient time for payment deposit with the USPS, when you use our permit number, we require that all checks and credit card payments for postage be in our possession 3 days before your mail date. If a postage deposit is not received, we cannot advance the postage required, and the USPS will not accept your mail.
2. **POSTAGE REFUNDS:** UNDER ABSOLUTELY NO CIRCUMSTANCES WILL POSTAGE BE REFUNDED FOR ANY REASON ONCE AN ORDER HAS BEEN TRANSFERRED TO THE USPS FOR MAILING.
3. **STORAGE CHARGES:** Material held more than 90 days after production is completed will be billed at a charge of \$5 per 1,000 pieces per month. If we are unable to contact you within 60 days, we will consider the material abandoned and it will be recycled.

4. **WARRANTY AND DISCLAIMER OF OTHER WARRANTY:** We make no warranties, express or implied, with respect to results you may obtain through use of our services. We intend to use commercially reasonable efforts to provide services in accordance with this Agreement; however, it is possible for errors, omissions or other mishaps to occur. We will have no liability in such case. IT IS EXPRESSLY AGREED THAT THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT WARRANT ANY RESULTS YOU MAY OBTAIN THROUGH SERVICES SUPPLIED BY US.

5. **LIMITATIONS OF LIABILITY:** WE WILL NOT BE LIABLE FOR: I) ANY DIRECT DAMAGES RELATING TO ERROR, MISTAKE, OR FAILURE TO PERFORM SERVICES OF ANY NATURE THAT EXCEEDS THE VALUE OF THE FEES PAID BY YOU TO US FOR THE SPECIFIC SERVICE GIVING RISE TO THE DAMAGES; II) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF PROFITS, FAILURE TO OBTAIN CERTAIN BUSINESS RESULTS, RESPONSE RATES, SALES, POSTAGE OR ANY OTHER DIRECT OR CONSEQUENTIAL DAMAGES AS A RESULT OF ANY ERROR, MISTAKE, OR FAILURE OF US TO PERFORM SERVICES. THIS INCLUDES BUT IS NOT LIMITED TO; LIST ADDITIONS, REQUESTS MADE AFTER ORDER APPROVAL, AND USPS ERRORS. WE ARE NOT LIABLE IN ANY MANNER OR AMOUNT FOR USPS PERFORMANCE FAILURES, DAMAGE, OR DELAYS AND MAKE NO WARRANTY WHATSOEVER REGARDING USPS PERFORMANCE.

1. **INDEMNIFICATION:** You represent that you have the legal right to produce all printed materials ordered. In the event that a charge, claim or demand, or arbitration, action or proceeding (collectively, a "Claim") is made or commenced against us based upon, relating to or arising from your acts, or the printing performed or product produced by us ordered by you, you shall indemnify and hold us harmless from and against any loss, damages, cost and expense arising from or related to the Claim including without limitation; (1) defending us

against any such Claim (2) paying any judgment or award against us; and (3) reimbursing us for any legal fees and expenses we reasonably incur in responding and defending the Claim.

1. **PRIVACY POLICY AND ACCEPTABLE USE POLICY:** You agree to our Privacy Policy and Acceptable Use Policy, which are incorporated by reference into this Agreement.
 2. **DATA SECURITY AND MALWARE POLICY / DISCLAIMER OF WARRANTY:** You agree and acknowledge the following: (a) that we do not warrant that any of our websites or vendor websites or electronic services will be uninterrupted, error free, or immune from hackers that create data breaches and data theft, and further that we, and our various third-party providers (such as Amazon) may occasionally experience “hard outages” due to internet disruptions, or data security breaches. WE EXPRESSLY DISCLAIM ANY WARRANTY OR ASSURANCE OF DATA INTEGRITY, SECURITY, OR PERFORMANCE. Any such breaches or outages shall not be considered a breach of these terms and conditions. Further, we agree to use reasonable commercial efforts to ensure that there are no viruses or undocumented feature in any software, email, or data files at the time of delivery to you (a virus will be defined as any harmful, hidden programs or data incorporated in a computer software program that destroys or impairs the program and/or data from processing its normal business operations); and the software does not contain any embedded device or code (e.g., time bomb), but we MAKE NO WARRANTY EXPRESS OR IMPLIED THAT MALICIOUS CODE WILL NOT BE PRESENT ON ANY CUSTOMER COMMUNICATION OR DATA FILES.
 3. **GOVERNING LAW AND VENUE:** This Agreement is entered into in Pasco and Hillsborough Counties, Florida, and all parties hereto consent to personal jurisdiction in the courts of the Commonwealth of Florida sitting in Hillsborough and Pasco Counties, for all actions arising under or in connection with these Agreements. This Agreement shall be governed and construed according to the laws of Florida without regard to its conflict of law’s provisions.
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1. **SEVERABILITY:** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
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1. **FORCE MAJEURE:** In no event shall ABCOtoGO be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond our control, including, without limitation, hurricanes, tropical storms or threat of same, strikes, work stoppages, accidents, acts or threats of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, it being understood that we shall use reasonable best efforts which are consistent with accepted practices in the printing industry to resume performance as soon as practicable under the circumstances.
 2. **AGREEMENT CHANGES:** We may change, modify, add or remove portions of this Agreement at any time, and any changes will become effective immediately upon being posted. This Agreement was last updated on December 5, 2018.

END of TERMS AND CONDITIONS: December 5, 2018