

Terms and Conditions of Use

Clients purchasing goods or services from JKG Group should read these Terms and Conditions of Use ("Terms") carefully. By purchasing goods or services from JKG Group ("JKG"), a Client agrees to be legally bound by these Terms. Clients should review these Terms periodically as they may change from time to time at the sole discretion of JKG Group. Questions regarding these Terms or the purchase of goods or services may be directed to JKG Group at info@group.com or 954.794.7600.

1. TERMS GOVERNING ALL PROJECTS.

(a) Quotations. Quotations are based upon the specifications as submitted, and may be subject to a re-quote if the project is submitted thirty (30) days or more after the date of the quote, or the specifications and art files do not match at the time JKG Group receives the files. A quotation that is not accepted by the Client within thirty (30) days may be changed by JKG.

(b) Accuracy of Specifications. Quotations are based on the accuracy of the specifications provided to JKG Group by the Client. JKG may re-quote a project at time of submission if copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based. All specifications submitted by a Client will be subject to JKG's review and written approval.

(c) Alterations/Corrections. Client alterations include all work performed in addition to the original specifications. All such work may be billable to the Client.

(d) Outside Purchases. Unless otherwise agreed in writing, all outside purchases that are requested or authorized by the Client will be charged to the Client.

(e) Over-runs and Under-runs. Plus or minus five percent (5%) of the quantity ordered shall constitute a complete order. All orders will be billed based on the actual count delivered and pro-rated accordingly. If Client has not established open credit terms with JKG Group, a fifty percent (50%) deposit will be required with all orders. The balance must be paid in full prior to shipping. JKG will bill for the actual quantity delivered within this tolerance. If Client requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

(f) Prepress Proofs. JKG will submit one (1) set of prepress proofs along with original copy for Client review and approval. Additional sets may be billed to Client. Corrections will be returned to JKG on a "master set" marked "OK," "OK With Corrections," or "Revised Proof Required" and signed by Client. Until the master set is received, no additional work will be performed. JKG Group will not be responsible for undetected production errors if: (i) proofs are not required by Client; (ii) the work is printed in accordance with Client approval; and/or (iii) requests for changes are communicated orally.

(g) Color Proofing. A color proof is used to simulate how the printed piece will look. Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When variation of this kind occurs, it will be considered acceptable performance and the proof becomes part of the contract between Client and JKG.

(h) Client-Furnished Materials. Materials furnished by Client or its representatives for use in the fulfillment of an order placed by Client ("Client Materials") will be verified by delivery tickets. JKG will not be responsible for discrepancies between delivery tickets and actual counts. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by Client must be usable by JKG without alteration or repair. Client will retain ownership of all Client Materials even after their submission to JKG; provided, however, that JKG will not have any obligation to return any Client Materials to Client unless JKG otherwise agrees in writing.

(i) Client's Property. Client will be solely responsible for insuring any property belonging to Client (including, but not limited to, any Client Materials) while that property is in JKG's possession, except that JKG will be responsible for any loss of or damage to Client property that arises because of JKG's negligence, gross negligence or willful misconduct.

(j) Liens. As security for payment of any sum owed to JKG for purchases made through JKG's e-Commerce Website, JKG has the right to hold and place a lien on all Client property that is in JKG's possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. If payment is not made, Client is liable for all reasonable collection costs incurred.

2. USE OF WEBSITE AND CONTENT. Client may view, copy or print pages from the Website solely for its own internal purposes and business operations. Client may not otherwise use, modify, copy, print, display, reproduce, distribute or publish any information from the Website without the express, prior, written consent of JKG Group. Client agrees not to decompile, reverse engineer, disassemble or otherwise attempt to discover the source code of the Website or any component thereof, including but not limited to the e-Commerce Website (MarCommand). Client may not use the Website or any component thereof in any way that violates or breaches any applicable code of conduct, policy or other notice. Client will comply at all times with all applicable federal, national, state and local laws, statutes, regulations and ordinances and will not take any action that harms or violates the rights of any person or entity.

3. USER ACCOUNT, PASSWORD AND SECURITY.

(a) User Account. For certain types of features available through the e-Commerce Website, we require the use of encryption technologies provided for Client's protection and/or Client's use of a UserID and password after setting up a User Account. We use reasonable precautions to protect the privacy of our Clients' UserID, password, User Account information and credit card information by utilizing a Secure Socket Layer ("SSL") connection. Accordingly, Client UserID, password, User Account information and credit card information are encrypted using an SSL connection and are not expected to be read in an intelligible form as they travel to the Website. Client, however, is ultimately responsible for protecting its own UserID, password, User Account information and credit card information from disclosure to third parties, and Client is not permitted to circumvent the use of required encryption technologies. Client agrees to (i) immediately notify JKG of any unauthorized use of Client UserID, password or User Account, or any other breach of security, and (ii) ensure that Client exits from Client's User Account at the end of each session on the e-Commerce Website. While we provide certain encryption technologies and use other reasonable precautions to protect Client's confidential information and provide suitable security, we do not and cannot guarantee or warrant that information transmitted through the internet is secure, or that such transmissions are free from delay, interruption, interception or error.

(b) Accurate Information. In creating and using Client's User Account on the e-Commerce Website, Client agrees to: (i) provide true, accurate, current and complete information about Client on any registration form required on the Website (such information being the "Registration Data"); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If Client provides any information that is untrue, inaccurate, not current or incomplete, or if JKG has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, JKG reserves the right to suspend or terminate Client's User Account and refuse any and all current or future use of Client's User Account.

4. DISCLAIMERS; WARRANTIES.

(a) No warranties as to Website. Client expressly agrees that Client use of the Websites is at Client's sole risk. Website and content are provided "as is" and "as available" for Client use, without warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. This exclusion of warranties does not apply to any products or services Client may purchase from JKG. JKG provides the Website on a commercially reasonable basis and makes no representations or warranties that the Website, its content or any services offered in connection with the Website are or will remain

uninterrupted or error-free, that defects will be corrected or that the web pages on the Website or the servers used in connection with the Website are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses, malware or other harmful elements. JKG does not guarantee that Client will be able to access the Website at times or locations of Client choosing, or that JKG will have adequate capacity of the Website as a whole or in any specific geographic area. Unless JKG otherwise agrees in writing signed by an authorized officer of JKG, the entire liability of JKG and Client's exclusive remedy with respect to use of the Website will be the cancellation of Client's User Account.

(b) Deliverables Warranty. JKG warrants that all deliverables purchased by Client through the Website, including the e-Commerce Website, will conform in all material respects to the specifications therefore that have been approved by JKG in writing. If any deliverables provided by JKG fail to conform to the foregoing warranty, JKG will, at its sole expense and at its option, promptly replace or supplement such nonconforming deliverables or refund the amount paid for such nonconforming deliverables. Except as expressly otherwise set forth above, JKG provides no representations, conditions or warranties, express or implied, statutory or otherwise, with respect to any deliverables, or any services performed related to any deliverables.

5. INDEMNIFICATION. Client agrees to defend, indemnify and hold harmless JKG and its directors, officers, employees and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, damages, expenses and costs (including without limitation reasonable attorneys' fees) that JKG may incur with respect to or arising out of: (a) Client failure to comply with these Terms or any law, rule or regulation, and/or (b) Client negligence, misconduct or breach of Client obligations under these Terms.

6. LIMITATION OF LIABILITY.

(a) In no event will JKG be liable for any indirect, incidental, special, liquidated, exemplary, punitive or consequential damages of whatever nature or any lost profits (whether direct or indirect), loss of income, loss of business or contract, loss on anticipated savings, loss of goodwill or loss or corruption of data, howsoever caused, arising from Client use of Website and/or purchase or sale of any deliverables or services provided through or in connection with the Website or for any other claim related in any way to Client use of Website and/or deliverables or services provided through or in connection with the Website. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states or jurisdictions the liability of JKG will be limited to the greatest extent permitted by applicable law.

(b) Except with respect to the fees payable by Client to JKG, and with respect to the indemnification of third-party claims, each party's liability to the other for any cause whatsoever, whether arising under these Terms or otherwise, shall be limited to the amount paid by Client to JKG under these Terms within one year preceding the event (or last in a series of events) which gave rise to the claim.

7. PRIVACY. Your privacy is important to us. To better protect your privacy, we provide this notice explaining our online information practices and the choices you can make about the way your information is collected and used. When you visit our Websites, you can trust that we will not use your information in unethical or intrusive ways. JKG does not use or share the personally identifiable information provided to us online in ways unrelated to the original intent – ordering, questions sent via email, email promotion registration – without also providing you with an opportunity to opt-out or otherwise prohibit such unrelated uses. For additional details, please see JKG's [Privacy Policy](#).

8. THIRD PARTY CONTENT.

(a) JKG may provide hyperlinks to other websites maintained by third parties, or JKG may provide third-party content on the JKG Websites by framing or other methods. The links to third-party websites are provided for Client convenience and information only. The content on any linked website is not under JKG control and JKG is not responsible for the content of linked websites, including any

further links contained in a third-party website. If Client decides to access any of the linked third-party websites, Client does so entirely at Client's own risk.

(b) If a third party links to the Website, it is not necessarily an indication of an endorsement, authorization, sponsorship, affiliation, joint venture or partnership by or with JKG. In most cases, JKG is not even aware that a third party has linked to the Website. A third-party website that links to the Website: (i) may link to, but not replicate, JKG's content; (ii) may not create a browser, border environment or frame JKG's content; (iii) may not imply that JKG is endorsing it or its products or services; (iv) may not misrepresent its relationship with JKG; (v) may not present false or misleading information about JKG's deliverables or services; (vi) should not include content that could be construed as distasteful, offensive or controversial; and (vii) should contain only content that is appropriate for all age groups.

9. CONFIDENTIALITY. Client agrees not to disclose JKG's confidential information to any individual or entity without JKG's prior written consent. Client's employees must agree to comply with this confidentiality obligation before being provided access to the e-Commerce Website. Client acknowledges that any unauthorized use or disclosure of JKG's confidential information may cause irreparable damage to JKG. JKG's confidential information includes, but is not limited to, all software, technology, programming, specifications, materials, pricing, guidelines and documentation relating to the services and deliverables provided or available through the Website.

10. COPYRIGHT AND TRADEMARKS.

(a) The trademarks, service marks and logos used and displayed on the Websites are JKG's, or its affiliates' or suppliers', registered and unregistered trademarks. JKG is the copyright owner or authorized licensee of all text and all graphics contained on the Websites. All trademarks and service marks of JKG, or its affiliates, that may be referred to on the Website are the property of JKG, or one of its affiliates. Other parties' trademarks and service marks that may be referred to on the Website are the property of their respective owners. Nothing on the Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of JKG's, or its affiliates' or suppliers', trademarks, service marks or copyrights without JKG's prior written permission. JKG aggressively enforces its intellectual property rights. Neither the name of JKG, its affiliates, nor any of JKG other trademarks, service marks or copyrighted materials may be used in any way, including in any advertising, hyperlink, publicity or promotional materials of any kind, whether relating to the Website or otherwise, without JKG's prior written permission, except that a third-party website that desires to link to the Website and that complies with the requirements of Paragraph 8(b) above may use the name "JKG Group" or the mark "MarCommand" in or as part of that link.

(b) Client warrants that it has the right to submit the content to JKG and that all content to be printed is not copyrighted by a third party. Client also recognizes that, because content does not need to bear a copyright notice in order to be protected by copyright law, the absence of such a notice has no bearing on Client's right to reproduce that content. Client further warrants that no copyright notice has been removed from any material used in preparing the content for reproduction. Client agrees to defend, indemnify and hold JKG harmless for all liabilities, damages, losses, costs and/or expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of or in connection with any claim of copyright infringement involving any content provided or submitted to JKG by Client.

11. SUBMISSIONS. If Client or any user sends, transmits, posts, emails or otherwise conveys to JKG, whether at our request or not, any information, software, photos, video, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, notes, drawings, articles, stories about the Client or its users, or other materials of any kind whatsoever (collectively, the "Submissions"), those Submissions will be deemed, and will remain, the property of JKG Group; provided, however, that Submissions will not include any Client Materials as defined above. Subject to the JKG [Privacy Policy](#), none of the Submissions will be subject to any obligation of confidentiality on our part, nor will we be liable for the use or disclosure of any Submissions. Without limitation of the foregoing, Client grants to JKG and its successors and assigns a royalty-free, perpetual, irrevocable, non-exclusive right (including any moral rights) and license (as well as

consent) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform, display and sublicense any Submissions (in whole or in part and with or without the use of Client's name in conjunction therewith) anywhere in the world. Client also grants to JKG and its successors and assigns the right to incorporate Submissions into other works in any form, medium or technology now known or later developed, for the full term of any copyrights, trademarks and other intellectual and proprietary rights (collectively, "Rights") that may exist in such Submissions. Client also warrants to JKG that any third-party holder of any Rights has validly and irrevocably granted to the Client the right to grant the rights and licenses set forth above. Client further acknowledges that JKG and its successors and assigns will be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise.

12. AVAILABILITY. Information that JKG publishes on the Website, including the e-Commerce Website, may contain references or cross-references to products, programs or services of JKG, its partners, suppliers or affiliates, that are not necessarily announced or available in the Client's area. Such references do not mean that JKG, or any of its partners, suppliers or affiliates, will announce any of those products, programs or services in Client's area at any time in the future. Client should contact JKG for information regarding the products, programs and services that may be available to Client, if any.

13. NON-TRANSFERABILITY OF USER ACCOUNTS. User Accounts and UserIDs are non-transferable, and all users are obligated to take preventative measures to prohibit unauthorized users from accessing the e-Commerce Website with their UserID and password.

14. COPYRIGHT COMPLAINTS. JKG owns, protects and enforces copyright and other rights in its own intellectual property, and respects the intellectual property rights of others. Materials may be made available on the Websites by third parties not within the control of JKG. It is our policy not to permit materials known by us to be infringing to remain on the Website. Please notify us promptly if you believe that any materials on the Website infringe the intellectual property rights of anyone else. Once we receive proper notice of claimed infringement under the Digital Millennium Copyright Act (the "DMCA"), JKG will respond promptly to remove the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the Content at issue. Notice of alleged infringement must be sent by certified mail and marked "Copyright Infringement" to JKG Group, Inc., 740 South Powerline Road, Building 4, Suite A, Deerfield Beach FL 33442.

15. TERMINATION OF SERVICE. We may terminate Client's account or right to access secured portions of the Websites at any time, without notice, for conduct that we believe violates these Terms and/or is harmful to other users of the Website, to JKG, to its partners or suppliers, to the business of the Website's internet service provider, or to other information providers.

16. GOVERNING LAW; VENUE. These Terms will be governed by the laws of the State of Florida, without giving effect to any principles of conflicts of laws. By using or accessing the Websites, Client agrees that any action at law or in equity arising out of or relating to Client's use of the Website or these Terms will be filed only in the U.S. District Court for the Southern District of Florida, or if such court lacks jurisdiction, the 17th Judicial Circuit (or its successor) in and for Broward County, Florida, and Client hereby consents and submits to the personal jurisdiction of such courts for the purpose of litigating any such action.

17. LOCAL LAWS. JKG makes no representation that content or materials on the Website are appropriate or available for use in jurisdictions outside the United States. Nor does JKG represent that its Deliverables can be sent to or used in all countries and jurisdictions. Access to and purchases from the Website from jurisdictions where such access and/or purchases is illegal are prohibited. If Client chooses to access the Website from other jurisdictions, Client does so on Client's own initiative and is responsible for compliance with applicable local laws. JKG is not responsible for any violation of law. Client may not use or export the content or materials on the Website in violation of U.S. export laws and regulations. Client agrees to comply with all applicable laws regarding the transmission of

technical data exported from the United States and the country in which Client resides (if different from the United States).

18. **CLIENT COMMENTS.** We welcome the submission of comments, information or feedback through the Websites. By submitting information in this manner, Client agrees that the information submitted will be subject to the JKG [Privacy Policy](#).

Client's Consent To These Terms and Conditions

By accessing and using the Websites, Client consents to and agrees to be bound by the foregoing Terms. If we decide to change these Terms, we will make an effort to post those changes on the Website so that you will always be able to understand the prevailing terms and conditions of use.

If you have additional questions or comments of any kind, or if you see anything on the Websites that you think is inappropriate, please let us know by email at info@group.com or by sending your comments to:

JKG Group
740 South Powerline Road
Building 4, Suite A
Deerfield Beach, FL 33442

Attn: Client Care – Website Issues
954.794.7600
info@jkggroup.com

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