

PRINT USER AGREEMENT

1. Introduction

Last Revised: June 10, 2020

This User Agreement (“this User Agreement” or “this Agreement”) explains Your (“You”) rights and obligations in accessing, visiting, and/or using the Service, brought to You by Print Holdings LLC (“Print” or “Us” or “We” or “Our”). For purposes of this User Agreement, “Service” shall mean at least the Print Magazine Content, blogs, social media Content, advice columns, offerings of goods and/or services by Print or third parties, job boards and other Content presented in the Print Magazine. This User Agreement does not apply to websites, apps, destinations, or other offerings that We do not own or control, even if they are linked to from the Service or otherwise offered within the Service.

You can access this User Agreement any time in the footer of the Service's home page or as otherwise indicated depending on the Service You are using. By accessing, visiting, or using the Service or by purchasing a Product, registering for any aspect of the Service, or otherwise, You consent and agree to be bound by the terms of this User Agreement. If You do not agree with the terms and conditions of this User Agreement, You should not access, visit, and/or use the Service, or request or receive a Product. We advise that You print or retain a digital copy of this User Agreement for future reference.

In addition to reviewing this User Agreement, please also review Our Privacy Policy and any other terms and conditions that may be posted elsewhere in the Service or otherwise communicated to Our users, because the Privacy Policy and all such terms and conditions are also part of this Agreement between You and Print.

This User Agreement may be modified from time to time, so check back often. Continued access, visitation and/or use of the Service by You, or continued receipt of a Product, will constitute Your acceptance of any changes or revisions to this User Agreement.

ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN SECTION 7 BELOW, YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. READ MORE IN SECTION 7 BELOW.

If You breach, violate, do not follow, or act contrary to any part of this Agreement, We may terminate, discontinue, suspend, and/or restrict Your account/profile, Your ability to access, visit, and/or use the Service or any portion thereof, and/or this Agreement, including without limitation any of Our purported obligations hereunder, with or without notice, in addition to Our other remedies. In addition, We may curtail, restrict, or refuse to provide You with any future access, visitation, and/or use of the Service or any Product. We reserve the right, in addition to Our other remedies, to take any technical, legal, and/or other action(s) that We deem necessary

and/or appropriate, with or without notice, to prevent violations and enforce this Agreement and remediate any purported violations. You acknowledge and agree that We have the right hereunder to an injunction without posting a bond to stop or prevent a breach or violation of Your obligations under this Agreement.

In the event of any conflict or inconsistency between the terms and conditions of this User Agreement, and any other terms and/or conditions applicable to the Service, We shall determine which rules, restrictions, limitations, terms and/or conditions shall control and prevail in Our sole discretion, and You specifically waive any right to challenge or dispute such determination.

2. Monitoring and Complaints Against Other Users

1. Monitoring

We strive to provide an enjoyable online experience for Our readers and users, so We review activity on the Service, but shall not be required to do so. You hereby specifically agree to such monitoring. We make no representations, warranties, covenants or guarantees that: (1) the Service, or any portion thereof, will be monitored for accuracy or unacceptable use, (2) apparent statements of fact will be authenticated, or (3) We will take any specific action (or any action at all) in the event of a challenge or dispute regarding compliance, infringement or non-compliance with this Agreement. We generally do not pre-screen Content before it is posted, uploaded, transmitted, sent or otherwise made available on or through the Service by users, so You may be exposed to Content that has/expresses opinions that are contrary to Yours, offensive, and/or inappropriate, including Content that violates this Agreement.

2. What to Do if You Have a Complaint Against Another User

Remember that much of the Service is publicly accessible and You may be exposed to Content that is offensive, and/or inappropriate, including Content that may violate this Agreement. Not all of Content You disagree with is actionable. Using the Service to start or perpetuate a personal dispute is not permitted. If You have a legitimate complaint about another user, please do the following:

- **Harassment:** If You have reason to believe that another person is using the Service in a way that is harmful to You or others, We urge You to contact Your local authorities, or appropriate state or federal agencies.
- **Copyright Complaints:** If You have reason to believe that your Content has been copied and/or is accessible on the Service in a way that constitutes copyright infringement, or that the Service contains links or other references to another site, application, destination or service that contains Content or activity that infringes Your copyright rights, You may notify Us as described below in the section entitled Copyright Complaints.

3. Registration and Account/Profile Creation

1. Registration Information:

A. We may at times require that You register for certain Products such as contests, service, goods and surveys, and/or to make purchases, or register and/or set up an account/profile to access, visit and/or use certain portions of the Service, or the Service as a whole, in which case You may be provided, or required to choose, a password and/or User ID, and You may provide a credit, debit, or payment account number, or other payment information, as well as Your name, telephone number(s), email and/or street address. Other Personal Information such as your age, gender, and preferences may also be requested. In addition, You may be asked to provide Us similar information by telephone, postal mail, social media interaction or messaging (e.g., email, SMS, MMS, or similar technologies). All such information shall be referred to in this Agreement as Your “Registration Information.” We may use and share Your Registration Information as described in Our Privacy Policy.

B. You agree, represent, warrant, covenant, and guarantee that all Registration Information provided by You is Your information and that it is true, accurate, complete, and up to date. You may not impersonate, imitate, or pretend to be somebody else when registering and/or setting up an account/profile on the Service. If any of Your Registration Information changes, You are responsible for updating it promptly by using the mechanism or contact information on the Service that allows You to change or update Your Registration Information, if available. If no such mechanism or contact information is available on the Service, please notify Our Privacy Policy Coordinator at info@printmag.com as described in Our Privacy Policy. **WE SHALL HAVE NO LIABILITY ASSOCIATED WITH OR ARISING FROM YOUR FAILURE TO MAINTAIN ACCURATE, COMPLETE OR UP-TO-DATE REGISTRATION INFORMATION, INCLUDING WITHOUT LIMITATION YOUR FAILURE TO RECEIVE CRITICAL INFORMATION, IF ANY. WE SHALL NOT BE RESPONSIBLE FOR VERIFYING YOUR REGISTRATION INFORMATION.**

C. We reserve the right at any time, with or without notice, to remove or require a change to or repossess any password and/or User ID that has been provided to You, any avatar You may be using or other Registration Information, or otherwise change the access means or methods for portions of the Service, the Service as a whole, or certain Products.

4. Sensitive Information Disclaimer

1. No Individual Advice. While You may freely discuss topics of interest to You, and the Service may include general Content, Blogs, advice, employment notices and Products relating to a range of topics, including employment, career, business, health, legal, tax, art, design or financial issues. Such materials are not intended to be professional or legal advice and You should not rely on the Service for individual advice on such issues. Instead, We recommend that You talk in person with a qualified professional. You alone will bear the sole responsibility for evaluating the merits and/or risks associated with use of Advice, Content or Products before making any decisions based on such Advice, Content or Products.

2. No Professional Career Health, Legal, Tax or Financial Advice. **THE PRODUCTS AND CONTENT AVAILABLE ON OR THROUGH THIS SERVICE ARE IN NO WAY**

INTENDED TO AND SHALL NOT BE CONSTRUED TO: (A) CONSTITUTE PROFESSIONAL CAREER, LEGAL, TAX, OR FINANCIAL ADVICE; (B) RECOMMEND, ENDORSE, OR ADVISE REGARDING ANY FINANCIAL, CAREER OR EMPLOYMENT OR BUSINESS DEVELOPMENT STRATEGY. ALWAYS SEEK THE ADVICE OF A QUALIFIED PROFESSIONAL. IN ADDITION TO ALL OTHER LIMITATIONS AND DISCLAIMERS IN THIS AGREEMENT, WE AND THIRD-PARTY PROVIDERS DISCLAIM ANY LIABILITY OR LOSS IN CONNECTION WITH THE PRODUCTS OR THE CONTENT OBTAINED ON OR THROUGH THIS SERVICE.

5. Rules of Usage

1. Use of the Service by You:

A. The Service is not intended for users under the age of 18, and such users are expressly prohibited from using the Service, registering for any Products such as contests or surveys, making any purchases, or registering for any aspect of the Service, and by taking such actions You agree, represent, warrant, covenant and guarantee that You are 18 years of age or older.

B. You shall ensure that the Device and all equipment, hardware, software, Products and/or services You use to access, visit, or use the Service does not disturb or interfere with Our operation of the Service, or impede or interfere with others' access, visitation and/or use of the Service. We reserve the right, in addition to Our other remedies, with or without notice, to immediately disconnect from the Service any Device or other equipment, hardware, software, Products and/or services causing interference, Third-Party Providers, or any Products or Content.

C. If You provide to Us the number for a Device, or We obtain the Device identifier for a Device You are using, You agree, represent, warrant, covenant and guarantee that such Device is registered in Your name and owned by You, or that You have permission of the Device owner(s).

D. Unless otherwise specified, the Service is intended for Your personal, non-commercial use only. You may not access and/or store the Service or any of its Content except for personal, non-commercial use. You are solely responsible for all usage of, or activities on, the Service by You and by those You authorize or allow to use, or provide access to, the Service, for example, by authorizing or allowing access to Your account/profile or any Device on which the Service resides or is accessible.

E. You acknowledge that We have not reviewed and do not necessarily endorse the Content or Products available on or through sites, applications, destinations or services linked to or accessible from this Service and are not responsible for the Content, Products or actions of any other sites, applications, destinations or services. Your linking to or accessing any other site, application, destination, or service is at Your sole risk.

F. You must comply with all local, state, federal, provincial, national, international, and foreign laws, rules, and regulations in accessing and using the Service.

G. You agree to comply with all applicable import and export control laws, rules, and regulations of the United States and other countries. You will not post, upload, transmit, send, or otherwise make available any material and/or Content on or through the Service that cannot be exported without prior government authorization or notification.

H. Content and Products that are provided by Us and authorized Third-Party Providers, as well as the organization, design, compilation, and “look and feel” of the Service, and any advertising that appears there, is protected by local, state, federal, provincial, national, international, and foreign copyright, trademark and other intellectual property laws, rules, and regulations, and is the property of Us or such authorized Third-Party Providers.

I. Certain Content, Blogs, Chat Rooms or Products may be identified as available to You on or through the Service for download, installation, and/or streaming on Your Device, and via Real Simple Syndication (RSS). Such Content or Products are subject to the same terms, conditions, limitations, and restrictions applicable to all Content and Products provided by Us and authorized Third-Party Providers. You must, in addition to all of Your other obligations, use such Content and/or Products only to the extent expressly authorized, and You may not use such Content or Products in a manner that exceeds any authorization.

2. Prohibitions on Use of the Service:

A. You may not, nor may You allow, enable, authorize, instruct, encourage, assist, suggest, inform, or promote that others, directly or indirectly, do any of the following for any reason:

- access and/or use another person’s Registration Information, or access, visit and/or use the Service by use of anyone else’s account/profile and/or Registration Information;
- make any commercial, advertising, promotional, or marketing use of the Service, Products and/or Content obtained on or through the Service, except as permitted by the Copyright Act or other law or as expressly permitted in writing with Us;
- impersonate, imitate, or pretend to be somebody else, by setting up different accounts/profiles or otherwise, or falsely state, represent, or imply any affiliation, association, or connection with a person, group or entity when using the Service;
- authorize or permit anyone else to access and/or use Your Registration Information, or access, visit and/or use the Service by use of Your account/profile and/or Registration Information;
- falsely state, represent, or imply any affiliation, association, or connection between any person or entity, including without limitation You, Your company, or Your site, application, destination, or service, with the Service, Us, or Third-Party Providers;
- post, upload, transmit, send or otherwise make available on or through the Service any Content that constitutes junk mail, spam, pyramid schemes, chain letters, phishing, advertising, and/or commercial offers, including without limitation touting or recommending any designer, design services, investments or business practices;

- repeatedly post, upload, transmit, send, or otherwise make available on or through the Service the same Content multiple times in a day, week, or month;
- post, upload, transmit, send, or otherwise make available on or through the Service any unsolicited bulk communication;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content You may post, upload, transmit, send, or otherwise make available on or through the Service;
- use any bots, cheats, macros, scripts, or run Mail List, Listserv or any form of auto-responder, or use any other automated process, or engage in meta-searching or periodic caching of information, to access, visit and/or use the Service, including, without limitation, to post, upload, transmit, send, or otherwise make available Content on or through the Service;
- copy, harvest, crawl, index, scrape, spider, mine, gather, extract, compile, obtain, aggregate, capture, or store any Content on or through the Service, including by an automated or manual process or otherwise, if We have taken steps to forbid, prohibit, or prevent You, actively or passively, from doing so;
- engage in personal attacks, use any language that is, or post, upload, transmit, send or otherwise make available on or through the Service any Content about an individual that is, abusive, intimidating, bullying, harassing, hateful, violent, or that victimizes, degrades, defiles or disparages an individual, on or through the Service;
- use any language that is, or post, upload, transmit, send or otherwise make available on or through the Service any Content about any person and/or group that is, hateful, violent, or that victimizes, degrades, defiles or disparages any group based on race, gender, gender identity, religion, national origin, disability, sexual orientation, or age, or otherwise engage in what We deem to be racism, sexism, ageism, religious intolerance, bigotry, ethnic slurs, or homophobia;
- use any language, or post, upload, transmit, send or otherwise make available on or through the Service any Content that may or is intended to enable, authorize, instruct, encourage, assist, suggest, or promote activities that incite violence, constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal, provincial, national, international, or foreign law, rule or regulation, including, without limitation, copyright and/or trademark infringement or misuse, defamation, child pornography, fraud, or invasion of privacy;
- stalk others on or through the Service, or use information obtained on or through the Service, or otherwise contact other users in the physical world without their permission using information obtained on or through the Service;
- use any language that is, or post, upload, transmit, send or otherwise make available on or through the Service any Content that is, or depicts anyone engaged in any act deemed by Us to be pornographic, obscene, sexually explicit, perverse, illicit, indecent, lewd, or lascivious;
- engage in sexually related or suggestive activity on or through the Service;

- use any language, or post, upload, transmit, send, or otherwise make available on or through the Service any Content that We deem to be offensive, immoral, vulgar, crude, harmful, violent, deceptive, or otherwise inappropriate;
- post, upload, transmit, send, or otherwise make available on or through the Service any Content that You are bound to not disclose by agreement, contract, fiduciary duty, employment relationship, employer confidential information, or otherwise, such as insider information, trade secrets, proprietary and/or confidential information;
- post, upload, transmit, send, or otherwise make available on or through the Service any Content that illustrates, depicts anyone engaged in, or is intended to enable, authorize, encourage, assist, suggest, inform, promote or give instructions for weapon and/or explosive manufacture or use;
- post, upload, transmit, send, or otherwise make available on or through the Service any Content that infringes, violates, or breaches the copyright, trademark, trade secret, patent, or any other personal or proprietary right of Us, Third-Party Providers, other users, and/or any third party;
- copy, remove, modify, delete, or erase any copyright, trademark, or other proprietary legends, symbols, marks, or notices on the Service, or attempt to circumvent any mechanisms for preventing the unauthorized reproduction or distribution of Content or Products;
- copy, reproduce, modify, change, edit, crop, alter, revise, adapt, translate, enhance, reformat, remix, rearrange, resize, create derivative works of, move, remove, delete, erase, reverse-engineer, decipher, decompile, disassemble, store, cache, aggregate, publish, post, display, distribute, broadcast, perform, transmit, rent, sell, share, sub-license, syndicate, or otherwise provide to others, or use any Content or Products obtained on or through the Service;
- copy, reproduce, modify, change, edit, crop, alter, revise, adapt, translate, enhance, reformat, remix, rearrange, resize, create derivative works of, move, remove, delete, erase, reverse-engineer, decipher, decompile, disassemble, or otherwise attempt to derive any source code or underlying ideas or algorithms of the Service, in whole or in part, including without limitation any Content, Products, communications, messaging, programming, hardware, functionality, or features on Our networks, servers or databases, or otherwise reduce the Service, in whole or in part, to a human perceivable form;
- attempt to or in fact disrupt, overwhelm, attack, hack, destroy, damage, disable, impair, repossess, alter, tamper or interfere with the Service including, without limitation, any Content, Products, communications, messaging, programming, hardware, functionality, or features on Our networks, servers or databases, or impede or interfere with others' access, visitation, and/or use of the Service in any way or by any means, whether remotely or by access to Our personal property, premises, or otherwise, including, without limitation, by using administrator passwords or by masquerading as an administrator while using the Service or otherwise; or

- post, upload, transmit, send or otherwise make available on or through the Service any software corrupting and/or disabling devices, time bombs, keystroke loggers, Trojan horses, cancelbots, viruses, worms, bugs, corrupted files, spyware, adware, malware, malicious programs or code, or devices or defects of similar nature.

B. CAUTION: ANY ACTIONS PROHIBITED ABOVE, AMONG OTHERS, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW. WE RESERVE ALL RIGHTS INCLUDING SEEKING DAMAGES AND ATTORNEY’S FEES AND REFERRAL TO LAW ENFORCEMENT OFFICIALS.

6. Content and Features/Copyright Complaints

1. Comments on the Service are Not Necessarily Endorsed by Us. We do not necessarily endorse, support, verify, or otherwise agree with the comments, opinions, or statements posted, uploaded, transmitted, sent, or otherwise made available on or through the Service. Any Content posted, uploaded, transmitted, sent or otherwise made available on or through the Service, including advice and opinions and links to other websites, are the views and responsibility of those who post the Content and may not represent Our views or the views of Our licensors, vendors, employees, officers, directors and/or service providers. You agree that We, Our employees, officers and directors and Our licensors, vendors, and/or service providers are not responsible, and shall have no liability to You, with respect to any Content posted, uploaded, transmitted, sent or otherwise made available on the Service, including Content that violates this Agreement.

2. Use of Content Supplied by You. We may, or may not, use Your Personal Information collected in connection with Your access, visitation and/or use of the Service. Please see Our Privacy Policy.

A. Except as expressly provided otherwise in this Agreement, You or the owner of any Content You post, upload, transmit, send or otherwise make available on or through the Service retains ownership of all rights, title, and interests in such Content. By posting, uploading, transmitting, sending or otherwise making available Content, registering for the Service, entering a sweepstakes or contest, or engaging in any other form of communication with Us (on or through the Service or otherwise) You irrevocably grant Us a royalty-free, perpetual, non-exclusive, unrestricted, worldwide right and license to copy, reproduce, modify, edit, crop, alter, revise, adapt, translate, enhance, reformat, remix, rearrange, resize, create derivative works of, move, remove, delete, erase, reverse-engineer, store, cache, aggregate, publish, post, display, distribute, broadcast, perform, transmit, rent, sell, share, sub-license, syndicate, or otherwise provide to others, use, or change all such Content and communications, in any medium (now in existence or hereinafter developed) and for any purpose, including commercial purposes, and to authorize others to do so. Among other things, this means that We may use any ideas, suggestions, developments, and/or inventions that You post, upload, transmit, send or otherwise make available in any manner as We see fit without an obligation of compensation or attribution to You. We urge You to make copies of or otherwise back-up any and all Content, Personal Information, or communications You post, upload, transmit, send, or otherwise make available on or through the Service that You may wish to retain.

B. The Content You disclose in publicly accessible portions of the Service will be available to other users. WE ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OF ANY CONTENT OR PERSONAL INFORMATION YOU MAKE AVAILABLE ON THE SERVICE.

3. Editing, Additions and Deletions. We reserve the right, without any obligation or duty, in Our sole discretion, with or without notice, to review, edit, move, add, delete, or otherwise change any features, functionality, and/or Content available on or through, or downloadable from the Service including, without limitation, any Content in Your account/profile, or any of Your messages, posts, or threads. This includes updates or upgrades to Content, automatic or otherwise. You agree to accept and will not interfere with any upgrades or updates. Any changes to the Service may not be consistent across all platforms or Devices. If You do not refresh the Service after each such change, or download the update(s) or upgrade(s), Your experience may not reflect the most recent features, functionality, and/or Content, for which We disclaim any and all responsibility and liability. We are not responsible if any update or change to the Service requires You to upgrade Your connectivity or devices. Even after Content is removed from Your account/profile, Your messages, post(s), and/or threads, regardless of whether such removal or deletion is by You or by Us, copies of that Content may be retained and/or remain viewable by Us, Our licensors, vendors, service providers and/or other third parties, including other users.

4. Copyright Complaints.

A. We respect the intellectual property of others, and we ask You to do the same. We may, in appropriate circumstances and at Our discretion, in addition to Our other remedies, terminate, discontinue, suspend and/or restrict the account/profile or ability to access, visit, and/or use the Service of users who infringe the copyright rights of others, and We may choose to remove, delete, erase, or disable access to Content deemed to be infringing.

B. We may terminate Your access to the Service for any act of infringement. It is Our policy to terminate the access of repeat infringers. If You are the subject of any of the aforementioned actions, You agree not to attempt to establish a new account/profile with the Service under any name, real or assumed, or otherwise attempt to access, visit, or use the Service. However, to the extent the Service or portions thereof do not limit usage to subscribers or account holders, We may not be able to terminate, discontinue, suspend, and/or restrict users who are neither subscribers nor account holders. Nothing herein shall limit Our remedies in law or equity or by contract.

C. If You have reason to believe that Your Content has been copied and/or is accessible on the Service in a way that constitutes copyright infringement, or that the Service contains links or other references to another site, application, destination or service that contains Content or activity that infringes Your copyright rights, You may notify Us by providing a document via first class U.S. mail, or e-mail that includes the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. Sec. 512) to Our copyright agent set forth below:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- ii. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at the Service are covered by a single notification, a representative list of such works at the Service;
- iii. Identification of the copyrighted work 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 permit Us to locate such copyrighted work;
- iv. Information reasonably sufficient to enable Us to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- v. A statement that the complaining party has a good-faith belief that use of the copyrighted work in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

D. IMPORTANT: MISREPRESENTATIONS MADE IN A NOTICE CLAIMING THAT CONTENT OR ACTIVITY IS INFRINGING VIOLATES THE DIGITAL MILLENNIUM COPYRIGHT ACT AND MAY EXPOSE YOU TO LIABILITY FOR DAMAGES (INCLUDING COSTS AND ATTORNEYS' FEES). COURTS HAVE FOUND THAT YOU MUST CONSIDER COPYRIGHT DEFENSES, LIMITATIONS OR EXCEPTIONS BEFORE SENDING A NOTICE. ACCORDINGLY, IF YOU ARE NOT SURE WHETHER CONTENT RESIDING ON OUR SERVICE INFRINGES YOUR COPYRIGHT, WE SUGGEST THAT YOU FIRST CONTACT AN ATTORNEY. IN ADDITION, PLEASE DETERMINE WHETHER THE CONTENT YOU ARE SENDING A NOTICE ABOUT IS ACTUALLY RESIDING ON OUR SERVICE BEFORE SENDING THE NOTICE.

E. Copyright Agent: Copyright Agent PRINT HOLDINGS LLC., 3706 Stevenson Avenue, Unit B, Austin, Texas 78703 - E-mail: copyright@printmag.com

Note: Only copyright complaints should be sent to the Copyright Agent. No other communications will be acted upon or responded to.

For communications on other matters, please contact Us through the means described on the Service, if available (for example, in the "Contact Us" section), or if no such means are specified, contact Our Privacy Policy Coordinator as described in Our Privacy Policy.

PLEASE NOTE: THE INFORMATION WE PRESENT HERE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT LEGAL ADVICE.

8. Legal

1. Indemnification:

You agree to indemnify, defend and hold harmless Us from and against any and all Claims which may arise out of or are in any way connected with Your access, visitation and/or use of the Service, Your Content, unauthorized use of Content or Products obtained on or through the Service, breach or alleged breach of this Agreement, or from any of Your acts or omissions in connection with the Service.

2. Disclaimer of Warranty and Limitation of Liability:

A. YOU ACKNOWLEDGE THAT YOU ARE USING THE SERVICE, CONTENT AND ANY PRODUCTS AT YOUR OWN RISK. THE SERVICE, CONTENT AND PRODUCTS ARE PROVIDED "AS IS", "WITH ALL FAULTS" AND ON AN "AS AVAILABLE" BASIS, AND WE DO NOT MAKE, AND WE HEREBY EXPRESSLY DISCLAIM, ANY AND ALL REPRESENTATIONS, WARRANTIES, COVENANTS AND GUARANTEES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY PRODUCTS, CONTENT CONTAINED THEREIN OR PROVIDED BY US, OR THE SERVICE. WE DO NOT REPRESENT, WARRANT, COVENANT OR GUARANTEE THAT ACCESS TO ANY PRODUCT, CONTENT, THE SERVICE AND/OR COMMUNICATIONS OR MESSAGING FROM OR TO US OR YOU WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE, OR THAT THERE WILL BE NO FAILURES, DELAYS, INACCURACIES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED CONTENT OR PRODUCTS, OR THAT NO SOFTWARE DISABLING DEVICES, TIME BOMBS, VIRUSES, WORMS, BUGS, OR DEVICES OR DEFECTS OF SIMILAR NATURE WILL BE TRANSMITTED ON OR THROUGH THE SERVICE, AND WE WILL NOT BE LIABLE IN THE EVENT OF ANY SUCH OCCURRENCE. WE FURTHER DO NOT REPRESENT, WARRANT, COVENANT OR GUARANTEE THAT ALL PORTIONS OF THE SERVICE, THE SERVICE AS A WHOLE, OR ANY CONTENT OR PRODUCTS CAN BE ACCESSED VIA ALL DEVICES, OR VIA ALL CARRIERS AND SERVICE PLANS, OR IS AVAILABLE IN ALL GEOGRAPHIC LOCATIONS.

B. WE ARE NOT RESPONSIBLE FOR INCOMPLETE, INCORRECT, LOST, DELAYED, LATE, MISDIRECTED, GARBLED, DAMAGED, ILLEGIBLE, UNDELIVERABLE, OR INCOMPLETELY RECEIVED PRODUCTS, CONTENT, PORTIONS OF THE SERVICE, OR COMMUNICATIONS OR MESSAGING FROM OR TO US OR YOU FOR ANY REASON, INCLUDING BY REASON OF HARDWARE, SOFTWARE, BROWSER, NETWORK, COMMUNICATIONS SYSTEM FAILURE, MALFUNCTION, DELAY, OR CONGESTION, OR ANY INCOMPATIBILITY AT OUR SERVERS OR ELSEWHERE, OR FOR ANY OTHER TECHNICAL PROBLEMS, HUMAN ERROR, ANY FORM OF ACTIVE OR PASSIVE FILTERING BY A USER'S DEVICE OR ACCESS PROVIDER, INSUFFICIENT

SPACE ON USER'S DEVICE OR ACCOUNT/PROFILE, OR ANY OTHER CAUSE OR COMBINATION THEREOF.

C. WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ALLEGEDLY SUSTAINED OR ARISING OUT OF THIS AGREEMENT, THE SERVICE, CONTENT, THE SALE, PURCHASE, RECEIPT, USE OR MISUSE OF ANY PRODUCT, YOUR ABILITY OR INABILITY TO ACCESS, VISIT AND/OR USE THE SERVICE OR ANY CONTENT OR PRODUCT, INCLUDING DAMAGE TO YOUR DEVICE, OR FOR SOFTWARE DISABLING DEVICES, TIME BOMBS, VIRUSES, WORMS, BUGS, OR DEVICES OR DEFECTS OF SIMILAR NATURE ALLEGED TO HAVE BEEN OBTAINED FROM THE SERVICE, CONTENT OR PRODUCTS, YOUR ACCESS, VISITATION, AND/OR USE OF, OR RELIANCE ON, THE SERVICE, CONTENT OR ANY OF THE PRODUCTS AVAILABLE ON OR THROUGH THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR LIABILITY TO YOU EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU DURING THE ONE MONTH PERIOD IN WHICH THE CLAIM AROSE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS AGREEMENT IS NOT SUBJECT TO THE LAWS OF SUCH STATES, BUT TO THE EXTENT A CLAIM IS BROUGHT THEREIN, OUR LIABILITY AND WARRANTIES ARE LIMITED TO THE EXTENT PERMITTED BY LAW.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

3. Termination or Suspension:

A. We reserve the right, in addition to Our other remedies, to terminate, discontinue, suspend and/or restrict the Service, Your account/profile, Your ability to access, visit and/or use the Service or any portion thereof (including any Product or Content), and/or this Agreement, including without limitation any of Our purported obligations hereunder, for any or no reason, with or without notice. In the event of any termination or discontinuation of Your account/profile, Your ability to access, visit and/or use the Service or any portion thereof (including any Product or Content), and/or this Agreement, We reserve the right, in addition to Our other remedies, to reassign and/or allow another user to use Your account/profile credentials including, without limitation, any password and/or User ID.

B. Even if the Service, Your ability to access, visit and/or use the Service or any portion thereof (including any Product or Content), and/or this Agreement is terminated, discontinued, suspended or restricted, by You or by Us, We have no obligation to (but We may in Our

discretion) remove any Content, and therefore copies of all information with regard to Your account/profile and/or Content You may have posted, uploaded, transmitted, sent or otherwise made available on or through the Service, may be retained and/or remain viewable by Us, Third-Party Providers and/or other third parties, including other users. Nevertheless, We have no obligation to retain, store, or provide You with any information with regard to Your account/profile and/or Content You may have posted, uploaded, transmitted, sent or otherwise made available on or through the Service.

C. All provisions of this Agreement shall survive the termination or expiration of this Agreement, Your relationship with Us, and/or Your account/profile.

4. Communications:

A. The communications between You and Us usually use electronic means, whether You access, visit, or use the Service, send Us messages, or whether We post notices on the Service or communicate with You via messaging. For contractual purposes, You (a) consent to receive communications from Us in electronic form; and (b) agree that all notices, documents, disclosures, and other communications that We provide to You electronically satisfy any legal requirement that such communications would satisfy if they were in writing. Your consent to receive communications and, if applicable, conduct business electronically encompasses all of Your interactions and transactions with Us.

B. You understand and agree that joining the Service or accessing any Product or Content available on or through the Service may include receiving certain communications from Us, such as transactional or relationship messages, and/or messages about Your account/profile, and that these communications are considered part of Your account/profile and You may not be able to opt out of receiving them without ceasing to be a registered user of the Service, Content or Product.

5. Third-Party Providers:

CERTAIN THIRD-PARTY PROVIDERS MAY REQUIRE THAT YOU AGREE TO THEIR ADDITIONAL TERMS, CONDITIONS, CONTRACTS, AGREEMENTS AND/OR RULES. YOUR COMPLIANCE WITH ANY SUCH ADDITIONAL TERMS, CONDITIONS, CONTRACTS, AGREEMENTS AND/OR RULES IS SOLELY YOUR RESPONSIBILITY AND WILL HAVE NO EFFECT ON YOUR CONTINUING OBLIGATION TO COMPLY WITH THIS AGREEMENT WHEN USING THE SERVICE. WE SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH THE ACTS OR OMISSIONS OF THIRD-PARTY PROVIDERS. We are not responsible for the terms and conditions of use and privacy policies of Third-Party Providers. We urge You to review any Third-Party policies.

6. U.S Based Service

The Service is based in the United States. It is not designed, customized, or intended for, or directed to, any other country. Those who choose to access, visit, and/or use the Service do so on their own initiative and are responsible for compliance with local laws, if and to the extent local

laws are applicable. We make no representation, warranty, covenant or guarantee that the Service or any Products are appropriate, available, or legal in any particular geographic location.

7. Arbitration, Waiver of Class Action Suits, and Dispute Resolution:

THIS SECTION 7 SHOULD BE BROADLY CONSTRUED TO COVER ANY CLAIM RELATING TO ANY ASPECT OF YOUR RELATIONSHIP WITH US, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT.

A. You agree that in the event You have any Claim against Us, You will first contact Us and make a good-faith sustained effort to resolve the Claim before resorting to more formal means of resolution including, without limitation, arbitration or any court action. You may contact Us through the means described on the Service, if available (for example, in the "Contact Us" section), or if no such means are specified, contact Our Privacy Policy Coordinator at info@printmag.com as described in Our Privacy Policy.

B. IN THE EVENT ANY CLAIM CANNOT BE INFORMALLY RESOLVED, YOU AND WE AGREE TO ARBITRATE ALL CLAIMS ON AN INDIVIDUAL BASIS IN ACCORDANCE WITH THE TERMS OF THE ARBITRATION PROVISIONS OF THIS AGREEMENT, RATHER THAN LITIGATE THE CLAIM IN COURT, EXCEPT FOR THE CLAIMS EXCLUDED FROM ARBITRATION LISTED BELOW IN PARAGRAPH 7(D). ARBITRATION MEANS YOU WILL HAVE A FAIR HEARING BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. BY ENTERING INTO THIS AGREEMENT, YOU AND WE EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY FOR ALL CLAIMS, EXCEPT FOR THE CLAIMS EXCLUDED FROM ARBITRATION LISTED BELOW IN PARAGRAPH 7(D).

i. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules. For more information about the AAA and the arbitration process, please visit the AAA website at www.adr.org.

ii. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules and each party shall bear its own costs and fees.

iii. All issues are for the arbitrator to decide, except those issues relating to the scope, application, and enforceability of this arbitration provision are for the court to decide.

iv. The Federal Arbitration Act governs the interpretation and enforcement of the arbitration provisions of this agreement. The laws of the United States, State of New York, without regard to any principles of conflict of laws, apply to any arbitration under this section.

v. Unless You and We agree otherwise, any in-person hearings for the arbitration shall take place either in Your county of principal residence or New York, New York.

vi. The arbitrator's ruling is binding and may be entered as a judgment in any court of competent jurisdiction.

vii. As indicated above in Section 3 (C), this Agreement to Arbitrate shall survive any termination of this Agreement, including any termination of Your relationship with Us.

C. RESTRICTIONS ON CLAIMS:

i. AN ARBITRATION OF ANY CLAIM SUBJECT TO THIS ARBITRATION PROVISION MUST BE FILED WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO SUCH CLAIM. OTHERWISE, THE CLAIM IS BARRED AND THE RIGHT TO PURSUE SUCH CLAIM IS WAIVED.

ii. BY ENTERING INTO THIS AGREEMENT YOU WAIVE YOUR RIGHT TO PARTICIPATE IN OR BRING A CLASS ACTION IN COURT OR A CLASS ARBITRATION. ALL PARTIES MUST BE INDIVIDUALLY NAMED. TO THE FULL EXTENT PERMITTED BY LAW, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED IN COURT ON A CLASS ACTION OR CONSOLIDATED BASIS ON BEHALF OF OTHER USERS, SUBSCRIBERS, REGISTRANTS OR OTHER PERSONS SIMILARLY SITUATED, OR BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL).

iii. AS STATED MORE FULLY IN SECTION 2 (C) ABOVE, ALL PARTIES WAIVE ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING FROM OR OUT OF ANY CLAIM WITH US.

D. WE AND YOU AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION ("EXCLUDED CLAIMS"): (1) ANY CLAIM FILED BY YOU OR US IN SMALL CLAIMS COURT WHERE THE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF SUCH COURT; AND (2) ANY CLAIM REGARDING ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.

E. You further agree that for Excluded Claims and other Claims in which arbitration is denied:

i. the restrictions set forth in Section 7 (C)(ii)-(iii) above shall apply;

ii. regardless of where You access, visit, and/or use the Service, such Claims shall be governed and construed in accordance with the laws of the United States, State of Texas, without regard to any principles of conflict of laws; and

iii. will be resolved exclusively by a state or federal court located in Austin, Texas, USA, and You specifically consent to the personal jurisdiction of such courts and waive any claim of forum non-conveniens. Should there be a conflict between the laws of Texas, and any other laws, the conflict will be resolved in favor of Texas law.

F. If for any reason an arbitrator or court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, that provision or portion will be enforced to the maximum extent permissible so as to give effect the intent of the parties, and the remainder of this Agreement will continue to be valid and enforceable in full force and effect.

G. IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION AND CLASS ACTION WAIVER, YOU MUST NOTIFY US IN WRITING BY CONTACTING US AT THE ADDRESS BELOW WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST PURCHASE, SUBSCRIBE TO, OR REGISTER FOR THE APPLICABLE PRODUCT OR OTHERWISE ACCESS, VISIT AND/OR USE THE SERVICE. YOUR WRITTEN NOTIFICATION TO US MUST INCLUDE: (1) YOUR FULL NAME AND ADDRESS; (2) THE NAME OF THE SERVICE OR PRODUCT YOU ACCESSED, VISITED AND/OR USED; AND (3) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE CLAIMS WITH US THROUGH ARBITRATION AND YOU DO NOT WAIVE YOUR RIGHT TO BRING A CLASS ACTION IN COURT. YOUR DECISION TO OPT OUT OF ARBITRATION AND THE CLASS ACTION WAIVER WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH US OR YOUR USE OF THE SERVICE OR PRODUCT. IF YOU HAVE PREVIOUSLY NOTIFIED US OF YOUR DECISION TO OPT OUT OF ARBITRATION AND THE CLASS ACTION WAIVER, YOU DO NOT NEED TO DO SO AGAIN.

PRINT Arbitration Opt-out: 3706 Stevenson Avenue, Unit B, Austin, Texas 78703.

7. Products Made Available By Us

1. We Receive Compensation. WE MAY RECEIVE A COMMISSION, FEE, AND/OR OTHER COMPENSATION ON SOME PURCHASES MADE ON, THROUGH, OR LINKED FROM THE SERVICE.

2. Product Orders, Prices, Quantities. Images available of Products or Contest materials may not accurately capture the actual appearance, color, “look and feel,” specifications, features, or functionality of such Products. Nothing on the Service constitutes a binding offer to sell, rent, auction, distribute, provide admission, or give away any Products or admission to any Contest. We reserve the right at any time after receipt of Your order or bid to accept or decline such order or bid, or any portion thereof, or to not ship to particular addresses, even after Your receipt of an order or bid confirmation or after You have been charged. Unless otherwise indicated on the Service, all prices on the Service are quoted in U.S. dollars and are intended to be valid and effective only in the United States. In the event Products or Contest fees are listed at an incorrect price, We have the right to refuse or cancel orders or bids placed at the incorrect price, regardless of whether the order or bid has been confirmed or You have been charged. If Your order or bid is canceled by Us after You have been charged, We will issue a credit. We reserve the right at any time to limit the quantities of Products or admission to Contest which You, Your family or any group seek.

3. Limitations of Liability. EXCEPT FOR PRODUCTS THAT SPECIFICALLY IDENTIFY US AS THE SELLER OR CONTEST HOST, ALL TRANSACTIONS FOR PRODUCTS OR

CONTESTS AVAILABLE ON OR THROUGH THE SERVICE SHALL BE BETWEEN THE USER AND THE THIRD-PARTY PROVIDER WITHOUT ANY INVOLVEMENT BY US. IF YOU BID ON, PURCHASE, ORDER, OBTAIN OR RESEARCH PRODUCTS ON OR THROUGH THE SERVICE, NOTE THAT WE ASSUME NO RESPONSIBILITY FOR THE QUALITY, QUANTITY, SIZE, CHARACTER, FITNESS FOR A PARTICULAR PURPOSE, SPECIFICATIONS, FEATURES, FUNCTIONALITY, SAFETY, OR LEGALITY OF SUCH PRODUCTS, THE TRUTH OR ACCURACY OF THE LISTINGS, OR THE ABILITY OF THE SELLERS TO SELL, SHIP, OR OTHERWISE PROVIDE SUCH PRODUCTS. YOU AGREE THAT WE ARE NOT RESPONSIBLE, AND SHALL HAVE NO LIABILITY, WITH RESPECT TO ANY PRODUCTS AVAILABLE ON OR THROUGH THE SERVICE, INCLUDING ILLEGAL, OFFENSIVE, OR ILLICIT ITEMS, EVEN ITEMS THAT VIOLATE THIS AGREEMENT.

4. Warranty Claims for Products. In the Event of any failure of a Product to conform to any applicable warranty, You may be able to notify the applicable Third-Party Provider to receive a refund of all or part of the applicable Fees, if any (to the maximum amount permitted by applicable law, and neither We nor Our Third-Party Providers will have any other warranty obligation whatsoever with respect to a Product).

8. General:

A. We reserve the right to post, from time to time, additional rules that apply to certain portions of the Service, or the Service as a whole. Such additional rules will be posted in the relevant portions of the Service and are hereby incorporated into this Agreement by this reference. Your continued access, visitation and/or use of the Service constitutes Your agreement to comply with these additional rules.

B. The rules, restrictions, limitations, terms and conditions that apply to the Service, whether listed in this User Agreement and Privacy Policy, posted at various points in the Service, or otherwise communicated to You, constitutes this Agreement and entire understanding between the parties, and supersedes prior agreements between the parties, whether oral or written, with respect to the subject matter hereof. Unless explicitly stated in writing by Us, any new or additional features, functionality, Products or Content that augment or enhance the Service, including the release of updates or upgrades thereto, shall be subject to the terms and conditions of this Agreement.

C. Any delay or failure by Us to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. No waiver by Us shall have effect unless such waiver is set forth in writing, signed by Us; nor shall any such waiver of any breach or default constitute a waiver of any subsequent breach or default.

D. may sub-license, transfer, sell or assign this Agreement, and/or any of Our purported obligations hereunder, at any time to any person or entity, with or without notice. You may not sub-license, transfer, sell, or assign this Agreement at any time to any person or entity, and any attempt to do so will be null and void.