



ePRINTit Secure Cloud Print Service

Terms & Conditions of Use

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ePRINTit Secure Cloud Print Service

Terms and Conditions of Use

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This Agreement is effective as of the date Customer clicks to accept the Agreement (the “Effective Date”). If you are accepting on behalf of Customer, you represent and warrant that: (i) you have full legal authority to bind Customer to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of Customer, to this Agreement. If you do not have the legal authority to bind Customer, please do not install our software or enter the initial activation code. This Agreement governs Customer’s access to and use of the Service. For an offline variant of this Agreement, you may contact ePRINTit for more information at support@eprintit.com

These Terms and Conditions are strictly for the use of the ePRINTit™ Public Printing mobile application and the ePRINTit™ CLOUDBASED DOCUMENT PROCESSING SYSTEM and do not reflect any Terms and Conditions that may apply separately by ePRINTit™, your ISP provider, or for the products that they are intended to be used with. Manufacturers of these products are responsible for their own devices including any internet connected device or web connected printing device. Trademarks, Statements and Brands by HP®, Xerox® Microsoft® Google® and any other device(s) using the services either embedded within their devices or in conjunction with their services are solely the responsible of those entities and ePRINTit™ assumes no responsible for their claims.

Using the ePRINTit™ software and services as well as the ePRINTit™ Mobile Printing App(s), in connection with web-connected printer’s means agreeing to the Terms and Conditions below and on Termination.

ePRINTit™ is willing to license the Software to you only upon the condition that you accept all the terms contained in this Agreement. By Clicking or by written Agreement to accept where indicated or by downloading, installing or using the Software, you have indicated that you understand this Agreement and accept all of its terms. If you are accepting the terms of this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to the terms of this Agreement,

and, in such event, “you” and “your” will refer to that company or other legal entity. If you do not accept all the terms of this Agreement, then ePRINTit™ is unwilling to license the Software to you, and you must return the Software to the place of purchase for a refund, if you have paid for the license to the Software, or, if ePRINTit™ has made the Software available to you without charge, you must destroy all copies of the Software. If you have paid for the license to the Software and the place of purchase will not accept your return, you can contact ePRINTit™ directly. Your right to return the Software for a refund expires 30 days after the date of purchase.

1. License.

a. Free & Trial License.

If you have obtained a free, trial or evaluation version of the Software from ePRINTit™ or from an authorized ePRINTit™ reseller, then conditioned upon your compliance with the terms and conditions of this Agreement, ePRINTit™ grants you a non-exclusive and nontransferable license to Execute the Software solely in executable form. The foregoing license permits Execution of only such number of copies of the Software, and on such number of devices, computers, or virtual machines (“Devices”), as is expressly permitted by ePRINTit™ with respect to your trial. If no such number of copies or Devices is specified by ePRINTit™, the foregoing license permits Execution of a single copy of the Software on a single Device. For purposes of this Agreement, “Execute” and “Execution” means to load, install, and/or run the Software locally on a single Device to benefit from its functionality as designed by ePRINTit™.

b. Paid License.

If you purchased a license to the Software from ePRINTit™ or from an authorized ePRINTit™ reseller, then conditioned upon your compliance with the terms and conditions of this Agreement, ePRINTit™ grants you a non-exclusive and non-transferable license to Execute the number of copies of the Software for which you have paid solely in executable form on the corresponding number of Devices owned or used by you.

2. Restrictions.

a. General.

You must have a license to the Software for every Device on which you operate the Software. You may run the Software on a network, provided that you have a license to the Software for each: (1) Device that the Software is Executed on; and (2) Device or user instance that can access the Software over that network that is not included in (1). You may not use on behalf of, or make the functionality of the Software available to, third parties for any purpose, such as, help desk or troubleshooting service. Except as expressly specified or permitted in this Agreement, you may not: (i) copy (except in the course of loading or installing) or modify the Software, including but not limited to adding new features or otherwise making adaptations that alter the functioning of the Software; (ii) transfer, sublicense, lease, lend, rent or otherwise distribute the Software to any third party; or (iii) make the functionality of the Software available to any third party through any means, including but not limited to by uploading the Software to a network or file-sharing service or through any hosting, application services provider, service bureau, or any other type of services. You acknowledge and agree that portions of the Software, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets

of ePRINTit™ and its licensors. Accordingly, you agree not to disassemble, decompile or reverse engineer the Software or Database (defined below), in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law notwithstanding this prohibition. You will comply with any additional restrictions contained in your Purchase Receipt or other purchasing documentation.

b. SaaS Delivery.

For Software provided through SaaS Services, ePRINTit™ shall use commercially reasonable efforts to make such SaaS Services available to you, subject to downtime for scheduled or emergency maintenance. You may only use the SaaS Services in connection with your access to the Software and solely for your internal business purposes.

c. Facilities.

All facilities used to store and process an Application and Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where ePRINTit™ processes and stores its own information of a similar type. ePRINTit™ has implemented at least industry standard systems and procedures to (i) ensure the security and confidentiality of an Application and Customer Data, (ii) protect against anticipated threats or hazards to the security or integrity of an Application and Customer Data, and (iii) protect against unauthorized access to or use of an Application and Customer Data.

d. Facilities.

Customer must have an Account and a Token (if applicable) to use the Services and is responsible for the information it provides to create the Account, the security of the Token and its passwords for the Account, and for any use of its Account and the Token. If Customer becomes aware of any unauthorized use of its password, its Account or the Token, Customer will notify ePRINTit™ as promptly as possible. ePRINTit™ has no obligation to provide Customer multiple Tokens or Accounts.

e. Data Location.

Customer may select where certain Customer Data will be stored and ePRINTit™ will store it there in accordance with the Service Specific Terms with Customer. If a Data Location Selection is not covered by the Service Specific Terms (or a Data Location Selection is not made by Customer with respect to any Customer Data), ePRINTit™ may process and store the Customer Data anywhere ePRINTit™ or its agents maintain facilities. By using the Services, Customer consents to this processing and storage of Customer Data.

f. New Applications and Services.

ePRINTit™ may: (i) make new applications, tools, features or functionality available from time to time through the Services and (ii) add new services to the "Services" definition from time to time (by adding them at the URL set forth under that definition), the use of which may be contingent upon Customer's agreement to additional terms

g. Modifications.

a. To the Services. ePRINTit™ may make commercially reasonable updates to the Services from time to time. If ePRINTit™ makes a material change to the Services,

ePRINTit™ will inform Customer, provided that Customer has subscribed with ePRINTit™ to be informed about such change.

b. To the Agreement. ePRINTit™ may make changes to this Agreement, including pricing (and any linked documents) from time to time. Unless otherwise noted by ePRINTit™, material changes to the Agreement will become effective 30 days after they are posted, except if the changes apply to new functionality in which case they will be effective immediately. ePRINTit™ will provide at least 90 days' advance notice for materially adverse changes to any SLAs by either: (i) sending an email to Customer's primary point of contact; (ii) posting a notice in the Admin Console; or (iii) posting a notice to the applicable SLA webpage. If Customer does not agree to the revised Agreement, please stop using the Services. ePRINTit™ will post any modification to this Agreement to the Terms URL.

c. To the Data Processing and Security Terms. ePRINTit™ may only change the Data Processing and Security Terms where such change is required to comply with applicable law, applicable regulation, court order, or guidance issued by a governmental regulator or agency, where such change is expressly permitted by the Data Processing and Security Terms, or where such change:

- (i) is commercially reasonable;
- (ii) does not result in a degradation of the overall security of the Services;
- (iii) does not expand the scope of or remove any restrictions on ePRINTit™ processing of Customer Personal Data; and
- (iv) does not otherwise have a material adverse impact on Customer's rights under the Data Processing and Security Terms.

If ePRINTit™ makes a material change to the Data Processing and Security Terms in accordance with this Section, ePRINTit™ will post the modification to the URL containing those terms.

h. Publicity.

Customer is permitted to state publicly that it is a customer of the Services, consistent with the Trademark Guidelines. If Customer wants to display ePRINTit™ Brand Features in connection with its use of the Services, Customer must obtain written permission from ePRINTit™ through the process specified in the Trademark Guidelines. ePRINTit™ may include Customer's name or Brand Features in a list of ePRINTit™ customers, online or in promotional materials. ePRINTit™ may also verbally reference Customer as a customer of the Services. Neither party needs approval if it is repeating a public statement that is substantially similar to a previously-approved public statement. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features. A party may revoke the other party's right to use its Brand Features under this Section with written notice to the other party and a reasonable period to stop the use.

3. Ownership.

Each copy of the Software is licensed, not sold. For purposes of this Agreement, the terms "purchase," "sell" and like terms refers to purchase or sale of a license to use the Software and not to a purchase or sale of title to or ownership of any rights or other interests in the Software. You own the media on which the Software is recorded, but you acknowledge and agree that ePRINTit™ retains ownership of the Software itself

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4. Updates.

From time to time, ePRINTit™ may, but has no obligation to, provide updates to the Software unless otherwise agreed to. You are advised to update the Software regularly, or to set it to update automatically if that feature is available in your version of the Software. If you are a paying customer with a current subscription, ePRINTit™ will make available to you at no additional cost the standard updates and maintenance and support that are made generally available at no additional cost to paying subscribers in accordance with ePRINTit™’ policies from time to time. Nothing in this Agreement entitles you to receive any support, maintenance, updates, upgrades, content or new versions of the Software, unless you are a paying customer with a current subscription. ePRINTit™ reserves the right to designate any updates, additional content or features as requiring separate payment or purchase of a separate subscription at any time. ePRINTit™ specifically reserves the right to cease providing, updating, or maintaining the Software or Database at any time in its sole discretion. If you have entered into a separate maintenance and support or similar agreement with ePRINTit™, then ePRINTit™ will provide Software maintenance and support in accordance with the terms of that agreement.

5. Term.

a. Paid Subscription License Term.

If you have purchased a license to the Software, then the initial term of this Agreement commences on the date specified in the Purchase Receipt or applicable purchasing documentation accompanying the Software (or if no such date is specified, the date you initially Execute a copy of the Software on a Device (regardless of the number of copies of the Software that you are permitted to use in accordance with this Agreement)), and, in each case, continues for the period of time set forth in the Purchase Receipt or applicable purchasing documentation (or, if no such date is specified, for one year). At the end of such initial term (and each renewal term thereafter, if any), subject to payment of the applicable license fees for each such renewal term, this Agreement will automatically renew for additional successive terms equal to the period of time set forth in the applicable renewal Purchase Receipt or purchasing documentation (or, if no such date is specified, for additional successive terms of one year), unless either party provides the other party with notice of nonrenewal at least 30 days prior to the end of the then-current term. IN OTHER WORDS, each subscription renews automatically until you cancel it in accordance with this Agreement. You can cancel your subscription at any time in accordance with this Agreement.

b. ePRINTit™ Mobile Applications – Free License Term.

If you have obtained a license to a free version of the Mobile APP Printing and Public Print Location Software, then your license will continue until you have deleted and stopped using any ePRINTit application.

c. ePRINTit™ – Trial License Term.

If you have obtained a trial license to the Software, then your license will continue for such time period as may be specified by ePRINTit™ with respect to such trial (or, if no such period is specified, for 90 days). In addition, ePRINTit™ may terminate your trial license at any time at its sole discretion.

d. Termination Rights.

Subject to the notice of nonrenewal requirement in Section 5(a), as applicable, you may terminate the license at any time by destroying all copies of the Software in your possession or control. The license granted under this Agreement will automatically terminate, with or without notice from ePRINTit™, if you breach any term of this Agreement. If you are an ePRINTit™ for Business customer, and you have a paid license, if you fail to pay the applicable license fees as specified in the Purchase Receipt or applicable purchasing documentation, your existing license to the Software ends automatically. If you are an ePRINTit™ for Business customer, and you have a trial license, your license to the Software ends automatically at the end of the applicable trial period. If you are an ePRINTit™ for Business customer, you acknowledge that upon expiration or termination of your license, the Software and any license key may automatically de-activate and you may no longer be able to access and use the Software. If you assert any patents against us or any of our other customers based on use of the Software, your license to the Software ends automatically.

e. Effect of Termination.

Upon termination or expiration of this Agreement, your rights to use the Software cease and you shall not be entitled to a refund of any prepaid fees. Sections 3, 5(e), 7, 8, 9, 11, 12, 13 and 14 of this Agreement will survive any termination or expiration of this Agreement.

6. Payment Terms.

The price payable by you is the price stated in the Purchase Receipt or applicable purchasing documentation (or, if no such price is specified, the price set out in our then-current standard published price list). Our prices are exclusive of taxes, duties, levies, tariffs, and other governmental charges (including, without limitation, VAT) (collectively, "Taxes"). If we issue an invoice to you, all invoices are payable within 30 days of the invoice date unless specified differently in the invoice or purchasing documentation. You are responsible for payment of all Taxes and any related interest and/or penalties resulting from any payments made to us, other than any taxes based on ePRINTit™' net income. All amounts are payable and charged (i) at the beginning of the subscription, when you place your order, and, (ii) because each subscription renews automatically until you cancel it in accordance with this Agreement, at the time of each renewal until you cancel. You must cancel your subscription in accordance with this Agreement before it renews to avoid the billing of the fees for the next subscription period. You will not receive a refund for the fees you already paid for your current subscription period. You can cancel your subscription at any time in accordance with this Agreement; see our License Renewal FAQs which can be found on our website (www.eprintit.com).

7. Privacy Policy.

By entering into this Agreement, you agree to the terms of ePRINTit™' privacy policy, which can be found **here** (as may be updated from time to time, the "Privacy Policy").

More information concerning what data is collected and used by ePRINTit™ and how it is used is available in the Privacy Policy. Without limiting the Privacy Policy, you agree that ePRINTit™ may track certain data it obtains from your Device, including data about any malicious software, exploits or other threats flagged by the Software (including but not limited to potential sources of such threats, such as payload files, file format and recent URL's visited), data about your license, data about what version of the Software you are using and what operating conditions it runs under and data concerning your geographic location. This information is collected and used for the purpose of evaluating and improving ePRINTit™' products and services. In the event that any user who operates the Software as permitted under this Agreement makes a complaint or claim based on the tracking or collection of data in accordance with this Section 7, you agree that you are solely responsible for addressing any such complaints or claims and shall immediately inform ePRINTit™ of such claim.

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10. U.S. Government End Users.

The Software is a “commercial item” as that term is defined in FAR 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. If the Software is being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government’s rights in the Software will be only those specified in this Agreement

11. Export Law.

You agree to comply fully with any applicable export laws and regulations to ensure that neither the Software nor any technical data related thereto nor any direct product thereof are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

12. Feedback; Marketing.

If you provide any ideas, suggestions, or recommendations regarding the Software or the Database (“Feedback”), ePRINTit™ will be free to use, disclose, reproduce, license or otherwise distribute, and exploit such Feedback as it sees fit, entirely without obligation or restriction of any kind. By providing Feedback, you grant ePRINTit™ a worldwide, perpetual, irrevocable, sublicenseable, fully-paid and royalty-free license to use and exploit in any manner such Feedback. If you are using ePRINTit™ Software in a business or for business purposes, you grant ePRINTit™ the right to use your

trade name (and the corresponding trademark or logo) on the ePRINTit™ website and Mobile Applications and marketing materials to identify you as a customer.

13. SMS Messaging.

- a. ePRINTit will be sending a one time message per request for MFA logins on ePRINTit customer portal pages.
- b. You can cancel the SMS service at any time. Just text “STOP” to the short code. After you send the SMS message “STOP” to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.
- c. If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help directly at Contact US below.
- d. Carriers are not liable for delayed or undelivered messages.
- e. As always, message and data rates may apply for any messages sent to you from us and to us from you. You will receive one time messages. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

14. General.

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without regard to or application of conflict of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply. You may not assign or transfer this Agreement, or any rights granted hereunder, by operation of law or otherwise, without ePRINTit™' prior written consent, and any attempt by you to do so, without such consent, will be void. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. All notices or approvals required or permitted under this Agreement will be in writing and delivered by email (we will email you at the email address you provided us when you initially purchased your license), and in each instance, will be deemed given upon receipt. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Neither party will have the power to bind the other or to incur obligations on the other's behalf without such other party's prior written consent. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible, and the other provisions will remain in full force and effect. This Agreement is the complete and exclusive understanding and agreement between the parties regarding its subject matter, and supersedes all proposals, understandings or communications between the parties, oral or written, regarding its subject matter, unless you and ePRINTit™ have executed a separate agreement. Any terms or conditions contained in your purchase order or other purchasing document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by ePRINTit™ and will be deemed null.

15. Contact Us.

If you have any questions regarding this Agreement, you may contact ePRINTit™ at support@eprintit.com. If you wish to send us a legal notice, please start the subject line of your email with “Attention: Legal Department”.



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