

TERMS OF USE

Last Modified: October 2, 2018

BY INDICATING YOUR AGREEMENT TO THESE TERMS OF USE OR OTHERWISE ACCESSING THE WEBSITES (AS DEFINED BELOW), YOU AGREE TO BE BOUND BY THESE TERMS OF USE, EFFECTIVE ON THE DATE THEREOF. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU ARE NOT AUTHORIZED TO USE THE WEBSITES

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, it is agreed by and between the parties as follows:

1. SCOPE

These terms of use ("Terms of Use") govern you and your company's use of and access to both the Custom Signage Store located at the URL www.customdecals.orders.com and the Check Presenter Store located at the URL www.checkpresenters.orders.com (the "Websites"). Taylor Communications is an e-commerce services provider who operates the Websites and provides order fulfillment on behalf of its client, American Express.

The materials provided through the Websites are provided to you subject to a limited license for use to promote your status as an American Express Card-accepting merchant with an active American Express Merchant Account ("Merchant"). As set forth in greater detail herein, we reserve the right to cancel, suspend or terminate any orders made through the Store or otherwise block access to the Store in the event of a suspected violation of these Terms of Use.

As used in these Terms of Use, the words "you" and "your" refer to you, the Merchant and also includes all individuals and authorized signers who use or access the Store under your Merchant Account. The words "Provider", "we", "our" and "us" refer to Taylor Communications, Inc. working on behalf of American Express Travel Related Services, Inc. Capitalized terms used herein but not otherwise defined have the same meanings ascribed to them in your Agreement for American Express® Card Acceptance ("Agreement").

2. DESCRIPTION OF SERVICES

We provide the Services through a web-based interface and provide you with access to various point-of-purchase materials and products ("Products") available for physical order and/or download (for example, logos and decals) (the "Services"). Not all features of the Services are available to all Merchants. The Services are solely for your own use and not for further resale or redistribution. We reserve all rights not expressly granted herein.

3. AUTHORITY AND CAPACITY

You represent, warrant and covenant that:

- (i) you are at least eighteen (18) years old;
- (ii) you have the power, authority and capacity to agree to these Terms of Use;
- (iii) you are an authorized representative of a Merchant;
- (iv) you are using the Store and at the Merchant's direction and with the Merchant's knowledge and authority;
- (iv) you are using the Store to obtain materials that you intend to use and will use to promote your status as Merchant; and

(v) any information you provide us will be true, accurate, current and complete.

4. USER CONTENT AND INFORMATION

You may have an opportunity to customize certain Products by uploading your business name, trademarks, logos, store hours, location, slogan, text or and any other data or information you submit using the Websites (“User Content”) to be placed on customizable Products as indicated on the order page or elsewhere on the Websites.

In the event you upload or otherwise provide such User Content, you grant us a limited, non-exclusive, royalty-free, right and license, to use, reproduce, distribute, create derivative works of and publicly display such User Content to enable you to use the Services and to create Products for you.

Please note that, while you retain ownership of your User Content, any template or layout in which you arrange or organize such User Content through tools and features made available through the Websites are not proprietary to you, and the rights to such template or layout will remain with us or our licensors, including American Express.

You represent and warrant that you own or otherwise possess all necessary rights with respect to the User Content, and that the User Content does not and will not infringe, misappropriate, use or disclose without authorization or otherwise violate any copyright, trade secret right or other intellectual property or other property right of any third party. You further represent and warrant that the User Content is not unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable.

You agree to indemnify and hold us, our directors, officers, shareholders, employees, contractors, agents, representatives, affiliates, and third party users harmless from and against any and all claims, causes of action, liabilities, damages, losses, expenses and costs (including, without limitation, attorneys' fees) that arise directly or indirectly out of or from the User Content, including without limitation an actual or alleged infringement or violation of any third party's rights with respect to such User Content.

5. OWNERSHIP OF PROVIDER WORK PRODUCT

We or our licensors shall retain all right, title and interest in and to the Provider Work Product (defined below); and you shall retain all right, title and interest in and to the User Content. “Provider Work Product” means any and all ideas, information, materials, works of authorship, software code and/or inventions in our possession as of the date hereof, or which are conceived, written or created by us or jointly with American Express, during the term of this Agreement, whether or not covered by copyright, patent, trademark, trade secret or other proprietary rights.

6. VIOLATIONS OF TERMS

We reserve the right to investigate suspected violations of the Terms of Use and seek all remedies available at law and in equity for violations thereof, including cancelling, suspending or terminating any orders made through the Websites or otherwise blocking access to the Websites (e.g., from a particular internet address) in the event of a suspected violation of these Terms of Use without notice.

We may terminate your use of the Websites or restrict access to the Websites, including by cancelling any pending orders, at any time if we determine, in our sole discretion, that (i) your business is not eligible (e.g., because you are not a Merchant), (ii) you alter any of the materials provided through the Websites, (iv) you use the materials provided through the Websites inappropriately or in a manner inconsistent with the values of American Express, (v) you otherwise breach these Terms of Use, and/or (vi) we suspect fraudulent or abusive activity or otherwise as appropriate to ensure the security and integrity of the Websites.

We use commercially reasonable efforts to maintain the security and integrity of the Websites; however, you acknowledge and agree that there is no guarantee of absolute security of information that is communicated over the Internet.

7. MODIFICATION OF TERMS OF USE

We reserve the right to modify these Terms of Use at any time without notice to you. We will indicate that changes to these Terms of Use have been made by updating the date indicated after "Last Modified" at the beginning of the document. Unless otherwise noted, such modifications are effective immediately upon their posting to the website through which you access the Websites. It is your sole responsibility to check this website periodically to be aware of such modifications. Your access, link to, or use of the Websites after the posting of the modifications to these Terms of Use will constitute your acceptance of these Terms of Use, as modified.

8. WARRANTIES BY YOU

You warrant to Provider that (a) the User Content will not be unlawful, (b) the User Content will not contain viruses, Trojan horses, worms, time bombs, or any other disabling devices or code, (c) you own or holds the right or licenses necessary to provide User Content, and third party software and documentation necessary to utilize User Content, and that neither the Websites Content nor the use of third party software shall infringe upon any copyright, patent right, trademark, right, publicity right, trade secret or other right of a third party

9. DISCLAIMERS

(a) PROVIDER WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, OR LOST DATA, OR FOR ANY DAMAGE RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCTS OR SERVICES EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

(b) TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, PROVIDER PRESENTS THE WEBSITES "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. PROVIDER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THIS WEBSITES OR THE SERVER THAT MAKES THIS WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PROVIDER ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS ON THE WEBSITE; ANY FAILURES, DELAYS OR INTERRUPTIONS IN THE WEBSITES' ACCESSIBILITY; ANY LOSSES OR DAMAGES ARISING FROM THE USE OF THE WEBSITES; OR ANY CONDUCT BY OTHER USERS OF THE WEBSITE. PROVIDER RESERVES THE RIGHT TO DELIVER THE WEBSITE IN ITS SOLE AND ABSOLUTE DISCRETION. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING MAY NOT APPLY TO YOU.

(c) BECAUSE PROVIDER DOES NOT CONTROL THE SECURITY OF THE INTERNET OR OTHER NETWORKS YOU USE TO ACCESS THE WEBSITE OR COMMUNICATE WITH US, PROVIDER CANNOT BE, AND IS NOT RESPONSIBLE FOR, THE SECURITY OF INFORMATION THAT YOU CHOOSE TO COMMUNICATE WITH US AND THE WEBSITES WHILE IT IS BEING

TRANSMITTED. IN ADDITION, PROVIDER IS NOT RESPONSIBLE FOR ANY DATA LOST DURING TRANSMISSION.

10. CONFIDENTIALITY

During the term of this Agreement, you and Provider may disclose to one another certain information including but not limited to technical or business knowledge, knowhow, discoveries, inventions, flow charts, algorithms, processes, software programs, hardware schematics, drawings, data bases, specifications, trade secrets, customer lists, or other customer information, all of which shall be considered "Confidential Information" under this Agreement. You and Provider agree to take reasonable steps to prevent the disclosure and availability of Confidential Information of the other party to third parties. They will also take reasonable steps to insure that their respective employees, agents and consultants do not disclose or make available to third parties Confidential Information of the other party. The confidentiality obligation of the parties shall survive any termination or expiration of this Agreement and shall continue for a period of three years thereafter. Confidential Information shall not include any information that (i) is or becomes available to the public through no fault of a recipient party, (ii) is lawfully received by a recipient party from a third party that is not subject to disclosure restrictions, or (iii) is independently developed by a recipient party without using Confidential Information.

11. INDEMNITY

You shall indemnify and hold harmless Provider and its employees, agents and consultants from any and all loss or liability for any and all claims, causes of action, suits, proceedings, losses, damages, demands, fees, expenses, fines, penalties and costs (including with limitation reasonable attorneys' fees and expenses) arising from claims, actions or proceedings brought against Provider by any third party relating to the Websites or the services rendered hereunder, except to the extent such loss is the fault of Provider.

12. WAIVER.

The waiver by Provider of your non-compliance with any obligation or responsibility herein shall be ineffective unless given in writing and shall not be deemed a waiver of other instances of non-compliance or of any Provider's remedies for such non-compliance.

13. SEVERABILITY

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, that provision shall be enforced to the greatest extent permissible so as to affect the intent of the Parties hereto, and the legality, validity and enforceability of the remaining provisions shall in no manner be affected or impaired thereby.

14. DISPUTES

Your use of the Websites shall be governed by the laws of Minnesota, without regard to choice of law provisions. Except where prohibited, you agree that any and all disputes, claims and causes of action directly or indirectly arising out of or relating to the Websites shall be resolved individually, without resort to any form of class action, and exclusively in the state or federal courts located in Nicollet County, Minnesota. Any cause of action or claim you may have with respect to the Websites must be commenced within one (1) year after the claim or cause of action arises, or it shall be forever barred.