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### (1) USE OF PARTNERSHIP.COM

- A. PERMITTED USES**—You agree that all the information posted or accessed on PartnerShip.com will be used only for informational or transactional purposes. There may be no commercial or other unauthorized use of interactive features. You may not conduct business, or actively solicit actions which are prohibited by law or which violate any federal, state, or local laws. In addition, PartnerShip.com cannot be used to exchange information, services, materials or software in return for payment of any sort (trade of like items, special discounts, cash, etc.) without the prior written approval of PartnerShip. PartnerShip.com is provided solely for the use of current and prospective customers of PartnerShip.
- B. INTERACTIVE FEATURE TERMS**—You understand and agree that the use of certain interactive features available on PartnerShip.com is to facilitate your obtaining shipping services from PartnerShip and third-party shipping companies. You agree to be subject to and comply with all obligations and requirements applicable to your use of such shipping services, including all terms, conditions, payment requirements, and limitations of liability applicable to such services as determined by PartnerShip and such third party shipping companies. You assume all responsibility for the preparation and accuracy of the information that you provide to PartnerShip and such third party shipping companies using such interactive features, and the preparation and accuracy of all applicable shipping documentation. You assume all responsibility for complying with any applicable export requirements imposed by law on your shipping activity.

If the information you provide about a shipment is incomplete or inaccurate in any way, you authorize the shipping company to complete or correct it on your behalf and adjust the charges accordingly. You agree to pay or reimburse PartnerShip or the third-party shipping company for all shipment charges, storage charges, duties and taxes owed for services provided by the shipping company carrier on your behalf and all claims, damages, fines and expenses incurred as a result of customs or your or the consignee's failure to provide proper documentation or to obtain any required authorizations, licenses or permits and any other expenses that are assessed or incurred in connection with shipments tendered by you (collectively, "Additional Charges"). If your original payment is made by use of a credit card, you expressly authorize PartnerShip or the third-party shipping company to obtain payment of the Additional Charges by use of such credit card.

You will defend, indemnify and hold harmless PartnerShip and its affiliated companies, and their respective officers, directors, employees and agents from and against any and all losses, damages, claims and other items of cost and expense arising out of your failure to so comply with the PartnerShip or third-party shipping company terms and conditions or legal requirements applicable to your shipping activities.

- C. RATE QUOTES**—The courtesy rates reflected by the Quick Quote and Create Shipment functions on PartnerShip.com, if shown, may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, incorrect classification, additional services requested, and other factors.
- D. MY ADDRESSES / ADDRESS BOOK**—Subject to the Terms of Use stated here, your addresses will remain in your My Addresses / Address Book as long as you use the Create a Shipment function on PartnerShip.com. If you do not use such address book data for a period of 6 months, PartnerShip may delete your data.

However, PartnerShip will not delete your PartnerShip.com account. If you have any concerns, please email PartnerShip at [sales@PartnerShip.com](mailto:sales@PartnerShip.com). To the extent that the PartnerShip.com features provide you with the opportunity to maintain an address book for repeated use of data for using interactive features and services on PartnerShip.com, or maintain other of your information in any fashion, PartnerShip will use reasonable efforts to maintain such data. You should maintain a backup copy of your addresses. PartnerShip will not be responsible for the loss of addresses contained in the Address Book or the loss or inaccuracy of any other data maintained on your behalf. PartnerShip may modify or terminate this feature at any time for any reason.

- E. PARTNERSHIP.COM LOGIN ACCOUNT INFORMATION**—Upon request, a PartnerShip representative may provide you with a login to your web account on PartnerShip.com. As part of the registration process, you will be required to provide PartnerShip.com with certain information. You agree that the information supplied during this process will be accurate and complete. You also agree not to register or attempt to register another person with the intention of impersonating that person, or use another individual's information without authorization. You further agree to provide accurate and current information about yourself as prompted by the PartnerShip.com web account profile pages and maintain and promptly update your online profile information to keep it accurate and current.

When you receive your web login account on PartnerShip.com, you will also receive a unique User ID and password. You are responsible for maintaining the confidentiality of the User ID and password, and you are responsible for all activities that

occur under your User ID and password. You agree to promptly notify PartnerShip of any unauthorized use of your User ID and password. You also agree to terminate your PartnerShip.com session at the end of each visit.

You must use your designated login and password to access your web account and various interactive features on PartnerShip.com. A PartnerShip.com login account provides you with access to the PartnerShip online services. PartnerShip may add other features that may be accessed by persons who have a login account through PartnerShip.com. In such event, previously registered login account users will not be required to re-register.

- F. TERMINATION OF USE**—PartnerShip may change the PartnerShip.com content at any time without notice, and PartnerShip may block, terminate, suspend, or otherwise restrict your access to PartnerShip.com at any time for any reason at its sole discretion, even if it allows access to others.

## (2) PRIVACY

PartnerShip collects information about the users of PartnerShip.com. Collection of this information is governed by the PartnerShip Online Privacy Policy. Please take a few moments to review our Privacy Policy at [https://www.PartnerShip.com/Home/privacy\\_policy](https://www.PartnerShip.com/Home/privacy_policy)

## (3) INTELLECTUAL PROPERTY

### A. COPYRIGHT

- i. **Proprietary Rights to Content**—All materials contained on PartnerShip.com are copyrighted, except where explicitly noted otherwise. You acknowledge and agree that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained on PartnerShip.com ("Content") are the property of PartnerShip or its licensors, and are protected by copyright, trademark, patent, and other intellectual property laws. You understand and agree that you are permitted to use this Content only as expressly authorized by this Agreement and you may not copy, reproduce, distribute or create derivative works from this Content without prior, express authorization from PartnerShip.
- ii. **Limited Copy and Use of Materials**—You may download and print a single copy of the information and documents (collectively "Materials") found on PartnerShip.com provided that (1) use of such Materials is for you individually for informational purposes only and not for further commercialization, (2) you will not further copy or print more than one copy of the Materials, or post all or any part of them on any network computer, bulletin board or similar service or rebroadcast them via any media, and (3) no modifications, alterations, deletions or derivative work of any Materials is made by any copying or reproduction, redistribution or re-broadcasting.

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- iii. **Notice and Procedure for Making Claims of Copyright Infringement**—Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement must be sent to our Designated Agent.

The contact details for our Designated Agent are as follows:

- Name of Agent Designated to Receive Notification of Claimed Infringement: **Scott Frederick, Marketing Director.**
- Full Address of Designated Agent to Which Notification Should Be Sent: 29077 Clemens Road, Westlake, OH 44145
- Telephone Number of Designated Agent: 800-599-2902
- Facsimile Number of Designated Agent: 800-439-8913
- E-Mail Address of Designated Agent: [sfrederick@PartnerShip.com](mailto:sfrederick@PartnerShip.com)

To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material 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 the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an email address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. 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. We may give notice to our users by means of a general notice on any of our websites, electronic mail to a user's email address in our records, or written communication sent by first-class mail to a user's physical address in our records.

If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

## **B. TRADEMARKS**

- i. **Trademarks and Service Marks**—The use of the PartnerShip®, PartnerShip Select Services®, and PartnerShip Tradeshow Select® trademarks (collectively, "Marks") is prohibited without the prior written consent of PartnerShip.
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## **(4) DISCLAIMER OF WARRANTIES AND LIABILITIES**

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In addition, your use of third-party website(s) is subject to any applicable policies and terms and conditions of use, including, but not limited to, the third-party website's privacy policy. You also agree that PartnerShip shall not be liable for any loss or damage of any sort incurred as the result of using any third-party's website.

- B. INDEMNIFICATION**—You agree, at your expense, to indemnify, defend and hold harmless PartnerShip, its officers, directors, employees, agents, affiliates, distributors and licensees from and against any judgment, losses, deficiencies, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with or arising from any claim, demand, suit, action or proceeding arising out of your breach of any of these Terms of Use, and any of your activities conducted in connection with PartnerShip.com.
- C. GOVERNING LAW**—This Agreement and the relationship between you and PartnerShip has been made in and shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of laws provisions. By using PartnerShip.com, you consent that any controversy or claim arising out of or relating to this Agreement or relating to use of PartnerShip.com and the material contained in PartnerShip.com shall be resolved in the state and federal courts located in Ohio. You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one (1) year after such claim or cause of action arises or will be forever barred.
- D. WAIVER/SEVERABILITY**—The waiver by either party of a breach or right under this Agreement will not constitute a waiver of any subsequent breach or right. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which will otherwise remain in full force and effect.
- E. RESERVATION OF RIGHTS**—Any rights not expressly granted herein are reserved.

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