

SPRINTERS ADVERTISING, LLC GENERAL TERMS AND CONDITIONS

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY, SINCE ACQUIRING PRODUCTS AND SERVICES FROM SPRINTERS ADVERTISING LLC ("SPRINTERS ADVERTISING"; "THE COMPANY"), OR PAYING THEREFOR, CREATES A BINDING LEGAL AGREEMENT. NO CHANGES BY YOU TO THESE TERMS AND CONDITIONS WILL BE ACCEPTED. SPRINTERS ADVERTISING, LLC MAY CHANGE, ADD OR REMOVE ANY PART OF THIS AGREEMENT AT ANY TIME. SUCH CHANGES SHALL BE POSTED ON THE APPLICABLE CT ONLINE PORTAL OR OTHERWISE MADE AVAILABLE TO YOU. YOUR CONTINUED BUSINESS WITH SPRINTERS ADVERTISING, NOW OR FOLLOWING THE POSTING OF A REVISED VERSION OF THIS AGREEMENT, WILL INDICATE YOUR ACCEPTANCE OF THESE TERMS.

1. PRODUCTS & SERVICES

SPRINTERS ADVERTISING MANUFACTURES MADE-TO-ORDER PRODUCTS, CUSTOMIZED PRODUCTS AND ITEMS INTENDED FOR PROMOTIONAL AND ADVERTISING PURPOSES ("THE PRODUCT"). SERVICES INCLUDED BUT NOT LIMITED TO MANUFACTURE OF CUSTOMIZED TANGIBLE GOODS FEATURING CLIENT'S PERSONALIZATION REQUEST: IMPRINT, ENGRAVING CUSTOMER LOGO, TRADEMARK OR ANY OTHER REQUEST PROVIDED BY THE CLIENT (THE "ARTWORK") OR ANY OTHER CUSTOM REQUEST FOR A PRODUCT MADE BY THE CLIENT. NOTE THAT THE PRODUCTS WE CARRY ARE INTENDED PURELY AS PROMOTIONAL ITEMS; THEREFORE, PRODUCTS THAT MAY HAVE MINOR VISUAL IMPERFECTIONS SHOULD NOT BE CONSIDERED AS DEFECTIVE OR FLAWED ITEMS. IN THE EVENT A "PRODUCT" DEFECT IS IDENTIFIED, **WE WILL REPLACE THE ORDER IN ITS ENTIRETY ONLY UPON ENDORSEMENT OF THE DEFECT BY THE MANUFACTURER OF THE PRODUCT.** LIKEWISE, IF AN IMPRINT DEFECT IS IDENTIFIED, WE WILL REPLACE THAT PORTION OF THE ORDER ONLY UPON CONFIRMATION OF THE DEFECT. DUE TO THE NATURE OF THE PRODUCTION PROCESS, SLIGHT VARIATIONS AND IMPERFECTIONS IN CERAMIC AND GLASS WARES ARE NOT CONSIDERED FLAWS. VARIATIONS IN RAW MATERIALS, GLAZES, PRODUCTION EQUIPMENT AND FIRING TEMPERATURES MAY ALSO RESULT IN VARIATIONS OF SIZE, SHAPE, GLAZE, COLOR, POCK MARKS, ETC. THESE CONDITIONS ARE WITHIN ACCEPTABLE INDUSTRY STANDARDS. FROM TIME TO TIME, SOME PRODUCTS MAY DIFFER IN COLOR, SIZE, WEIGHT, OR HEIGHT, AS THESE ARE **HANDMADE** PRODUCTS THAT COME FROM VARIOUS FACTORIES IN CHINA. Please notify us if you received an invoice with any contradicting details in SAGE/ESP or our Website. Order will be made. Note that invoices will be made by information shown in your invoice – even if we advertised otherwise. DUE TO FLUCTUATING MANUFACTURER COSTS, PRICES MAY CHANGE WITHOUT NOTICE

11.1 CANCELLATIONS

ALL SALES ARE FINAL! NO CANCELLATION SHALL BE ACCEPTED AFTER AN ORDER HAS BEEN CONFIRMED BY ALL PARTIES; IN CASE THE PAYMENT WASN'T PAID IN FULL, INCLUDING CREDIT NET TERMS, OR ANY OTHER PAYMENT AGREEMENT BETWEEN THE SPRINTERS ADVERTISING AND THE CLIENT; CLIENT SHALL BE RESPONSIBLE TO PAY THE FULL AMOUNT OF THE ORDER REGARDLESS TO THE CANCELLATION REQUEST.

1.2 PROOFING

SPRINTERS ADVERTISING, LLC SHALL PROVIDE THE CLIENT WITH A DIGITAL MOCKUP ("E-PROOF") OF THE REQUESTED PRODUCT FEATURING THE ARTWORK AND MENTIONING PRODUCT SPECIFICATIONS FOR THE ITEM SELECTED. ONCE AN APPROVAL IN WRITING IS RECEIVED, TOGETHER WITH A PAYMENT (IF APPLICABLE) THE PRODUCTION PROCESS WILL TAKE PLACE, AND NO AMENDMENTS SHALL BE ACCEPTED FROM THAT POINT ONWARD. **AN APPROVAL MEANS THE CLIENT HAS THOROUGHLY CHECKED ALL INFORMATION ON THE PROOF AND AGREES TO IT.** SPRINTERS ADVERTISING SHALL NOT BE HELD RESPONSIBLE FOR AN APPROVED E-PROOF THAT CONTAIN ERRORS WHETHER THE ERROR IS OURS OR OF THE CLIENT. ONCE A CLIENT APPROVES THE E-PROOF PROVIDED THEY HAVE EFFECTIVELY VALIDATED THE E-PROOF TO BE CORRECT. **WE STRONGLY ADVISE TO CAREFULLY VERIFY THE E-PROOF WITH THE PURCHASING DEPARTMENT AND WITH THE END-BUYER (IF APPLICABLE).**

1.3 SAMPLING

E-PROOF ARE REPRESENTATION OF THE ITEM AND ARE DESIGNED FOR GIVING AN IDEA OF THE PLACEMENT, SIZE AND POSITION OF THE LOGO ONLY. ACTUAL IMPRINT COLORS MAY APPEAR DIFFERENT ON THE FINAL PRODUCT DUE TO PRINTING PROCESS, ESPECIALLY WHEN LASER ENGRAVED. ITEM COLORS MAY VARY BASED ON MONITOR RESOLUTION AND ENVIRONMENTAL FACTORS AND SHOULD BE USED FOR REFERENCE ONLY. PMS COLOR MATCH OF PRODUCTS AND IMPRINTS CANNOT BE GUARANTEED 100%, AND ESPECIALLY ON DARK COLORED ITEMS AND STEEL ITEMS. IF A PMS COLOR

WAS NOT PROVIDED TO US, WE WILL USE A SIMILAR COLOR FROM OUR "LIST OF STANDARD COLORS". IMPRINT SIZE IS APPROXIMATE AND MAY DIFFER.

WE HIGHLY RECOMMEND CLIENTS TO ORDER A PHYSICAL SAMPLE OF THE REQUESTED PRODUCT ("PRE-PRODUCTION SAMPLE") PRIOR TO STARTING MASS PRODUCTION.

1.4 COPYRIGHTS

CLIENT IS HELD RESPONSIBLE FOR SUBMITTED ARTWORK COPYRIGHTS AUTHORIZATION, AND SHALL, IF REQUESTED BY SPRINTERS ADVERTISING PROVIDE PROOF OF LICENSE, OWNERSHIP OR ANY SUCH PERMISSION FOR THE USE OF THE ARTWORK. CLIENT SHALL BE HELD RESPONSIBLE FOR ANY DAMAGES ARISE FROM THE IMPROPER USE OF A REGISTERED TRADEMARK, INCLUDING BUT NOT LIMITED TO DELIVERY ISSUES, 3RD PARTY CLAIMS OR OTHER DAMAGES INCURRED TO THEMSELVES OR TO SPRINTERS ADVERTISING.

2. SHIPMENT AND DELIVERY

UNLESS OTHERWISE SPECIFIED IN THE INVOICE, SELLER SHALL PACK, MARK AND SHIP ALL GOODS IN COMPLIANCE WITH ALL STANDARD APPLICABLE TRANSPORTATION REGULATIONS, GOOD COMMERCIAL PRACTICE, AND IN A MANNER ADEQUATE TO INSURE THE SAFE ARRIVAL OF THE GOODS AT THE NAMED DESTINATION.

SHIPPING POINT: F.O.B CALIFORNIA / F.O.B HONG KONG S.A.R; SPRINTERS ADVERTISING SHALL SHIP THE GOODS FROM THE F.O.B. POINT UNDER ITS SOLE DISCRETION AND IN ACCORDANCE TO ITS INVENTORY AND SUPPLY CHAIN).

UNDER THE TERMS OF "FOB SHIPPING POINT," TITLE OF THE GOODS PASSES TO THE BUYER AT THE SHIPPING POINT. SPRINTERS ADVERTISING RESPONSIBILITY OVER CARGO OR SHIPPING ISSUES END ONCE CLIENT OR THEIR END-BUYER ACCEPTS THE SHIPMENT ORIGINATED BY SPRINTERS ADVERTISING, IT'S SHIPPING AGENT OR IT'S AFFILIATES. ONCE THE ORDER IS READY TO SHIP OUT, CLIENT SHALL RECEIVE AN EMAIL WITH A "TRACKING NUMBER" AND THE COURIER DETAILS USED TO SHIP THE ORDER. CHOICE OF COURIER, NUMBER OF AIRWAY BILLS, AND PREPARATION OF THE CARGO SHALL BE DETERMINED BY SPRINTERS ADVERTISING, LLC OR IT'S AUTHORIZED SHIPPING AGENTS. SPRINTERS USES PREMIUM EXPRESS COURIER SUCH AS UPS, FEDEX AND DHL; THESE COURIERS PROVIDE CUSTOMS CLEARANCE SERVICES. FOR MOST OVERSEAS DELIVERIES, SHOULD CLIENT REQUEST A 3RD PARTY TO DO THE CUSTOMS CLEARANCE INSTEAD OF THE COURIER CHOSEN BY SPRINTERS; CLIENT IN FACT RELIEVES SPRINTERS FOR ANY LIABILITY RELATED TO (A) IN-HANDS DATE (B) DUTIES, FEES AND PAYMENT TO A 3RD PARTY.

2.1 DELIVERY TIME

DELIVERY TIME IS THE PRODUCTION TIME PLUS THE SHIPPING TIME. (E.G IF A PRODUCTION TIME IS 7 DAYS AND SHIPPING TIME IS 4 DAYS THAN THE DELIVERY TIME IS 11 DAYS)

IF THE CLIENT HAS A SPECIFIC DELIVERY TIME ("IN HANDS DATE"), THIS INFORMATION SHALL BE INFORMED AND CONFIRMED BY SPRINTERS ADVERTISING ON THE INVOICE PRIOR TO PLACING THE ORDER.

IF THE IN-HANDS DATE WAS CONFIRMED, THEN SPRINTERS ADVERTISING IS RESPONSIBLE TO MEET SUCH DATE, EXCLUDING DELAYS CAUSED DUE TO DELAYS IN PAYMENT OR OF ACT OF GOD.

IF AN IN-HAND DATE WASN'T REQUESTED, WE WILL FULFIL THE ORDER WITHIN THE STANDARD DELIVERY TIME.

SOME DELAYS MAYBE CAUSED DUE TO VARIOUS FACTORS, AND NO CLAIMS WILL BE ACCEPTED FOR LATE SHIPMENTS WITHOUT A CONFIRMED IN-HANDS DATE DATE.

2.2 INCOMPLETE / INCORRECT SHIPPING ADDRESS

ANY EXTRA CHARGES DUE TO INCOMPLETE / INCORRECT SHIPPING ADDRESS SHALL BE PAID BY THE CLIENT; SPRINTERS USES THE SHIPPING ADDRESS AS SHOWN ON THE P.O. PROVIDED BY CLIENT – INCOMPLETE / INCORRECT SHIPPING ADDRESS MAY HAVE A MODIFICATION FEE CHARGED BY THE COURIER DIRECT TO SPRINTERS AS SHIPPERS.

IT IS CLIENT RESPONSIBILITY TO PROVIDE AN ACCURATE AND COMPLETE SHIPPING ADDRESS (INCL. FULL RECEIVER'S COMPANY, NAME AND CONTACT NUMBER; STREET ADDRESS, UNIT ADDRESS (IF APPLICABLE), CITY, STATE AND ANY OTHER INFORMATION APPLICABLE FOR A SMOOTH DELIVERY OF THE CARGO.

2.3 PARTIAL SHIPMENTS

IN CASE ONLY A PART OF THE ORDER CAN MEET THE IN-HANDS DATE, SPRINTERS ADVERTISING SHALL DIVIDE THE CARGO: INITIALLY SHIP A BATCH WITH THE NUMBER OF UNITS THAT CAN MEET THE IN-HANDS DATE, FOLLOWING THE REST OF THE ORDER;

CLIENT SHALL BE ENTITLED FOR A REFUND ONLY FOR THE PARTIAL SHIPMENT THAT DID NOT MEET THE IN-HANDS DATE.

2.4 SHIPPING INSURANCE

ALTHOUGH GREAT PRECAUTIONS ARE TAKEN DURING THE PACKAGING OF EACH ORDER, BREAKAGE DOES SOMETIMES OCCUR DURING THE SHIPPING PROCESS. IF A PACKAGE ARRIVES VISUALLY DAMAGED; **SEND US PHOTOS OF THE DAMAGED PACKAGE IMMEDIATELY UPON RECEIPT TO INFO@GOSPRINTERS.COM;** WE SHALL FILE A COMPLAINT WITH THE SHIPPING COMPANY ON OUR END. IN ADDITION KINDLY LET US KNOW HOW MANY BOXES WERE AFFECTED AND IF THE GOODS WERE AFFECTED TOO. (TAKE PHOTO OF PRODUCT DEFECTS AS WELL). SHIPPING COMPANY REPORTING TIME IS USUALLY 5 BUSINESS DAYS, ANY CLAIMS SUBMITTED PASS THAT TIME SHALL BE HANDLED UNDER THE DISCRETION OF THE SHIPPING COMPANY. NOTE THAT SHIPPING COMPANY RESPONSIBILITY ENDS ONCE THE CARGO ARRIVES AT THE DELIVERY ADDRESS; ANY DAMAGES CAUSED THEREAFTER ARE NOT THE RESPONSIBILITY OF SPRINTERS ADVERTISING OR IT'S COURIER .

2.5 IMPORT DUTIES AND TAXES

IN CASE AN IMPORT OR DUTY TAX IS APPLIED TO AN "OVERSEAS" SHIPMENT (A SHIPMENT ORIGINATED OVERSEAS AND SHIPPED TO USA OR CANADA ONLY), SPRINTERS ADVERTISING SHALL PAY THE DUTY/TAX WITHIN 7 WORKING DAYS.

(A) CLIENT SHALL FORWARD SUCH A BILL VIA EMAIL OR FAX TO THEIR ASSIGNED ACCOUNT MANAGER WITHIN 7 DAYS OF RECEIPT OF SUCH BILL. (B) CLIENT MAY ALSO PAY THE BILL AND REQUEST FOR A REIMBURSEMENT FOR THE AMOUNT PAID FORWARDING THE ORIGINAL BILL. SPRINTERS ADVERTISING SHALL NOT BE HELD RESPONSIBLE FOR DAMAGES CAUSED BY UNPAID OR LATE PAID BILLS ARISE DUE TO FAILURE OF THE CLIENT TO PRESENT SUCH BILLS ON TIME.

2.6 INTERNATIONAL DELIVERIES

WHILE SPRINTERS ADVERTISING PROVIDE A WORLDWIDE DELIVERY SERVICES TO MOST COUNTRIES, REMEMBER WE ARE BASED IN U.S MAINLAND, AND SHIPPING PRICES ARE ALL BASED ON 49 STATES; FOR NON-MAINLAND U.S LOCATIONS, CUSTOMER MUST INFORM THE REQUESTED DELIVERY LOCATION BEFORE PLACING THE ORDER.

2.7 IN ADDITION, WE RESERVE THE RIGHT TO DECLINE DELIVERY TO CERTAIN COUNTRIES IF SHIPPING ADDRESS WAS PROVIDED AFTER THE DATE THE ORDER WAS PLACED.

2.8 INTERNATIONAL CUSTOMS

SPRINTERS ADVERTISING IS NOT RESPONSIBLE FOR CUSTOMS CLEARANCE, DUTIES OR ANY OTHER ASPECT RELATED TO THE DELIVERY APART FROM THE SHIPPING SERVICE ITSELF; IF YOU PLACE AN ORDER WHICH NEEDS TO BE SHIPPED OUTSIDE THE U.S KINDLY MAKE SURE YOU'RE FAMILIAR WITH THAT COUNTRIES CUSTOMS REGULATIONS AND PROCEDURES. WE ARE NOT LIABLE FOR ANY DAMAGES CAUSED DUE TO CUSTOMS PROCEDURES INCLUDING TAXES AND DUTIES IN A COUNTRY OUTSIDE THE UNITED STATES OF AMERICA.

3. CHANGES TO AN ORDER

ALL SALES ARE FINAL! ONCE A CLIENT HAS APPROVED THE E-PROOF IN WRITING OR EFFECTIVELY PAID FOR AN ORDER, NO CHANGES OR AMENDMENTS TO THE ORDER WILL BE ACCEPTED.

a) AMENDMENTS TO QUANTITY: IF A CUSTOMER WOULD LIKE TO INCREASE THE QUANTITY OF PRODUCTS FOR THE SAME ORDER, A SEPARATE ORDER SHALL BE GENERATED FOLLOWING SPRINTERS ADVERTISING BUSINESS PROCESS STATED IN CLAUSES 1.1 AND 1.2: UNFORTUNATELY WE ARE UNABLE TO REDUCE THE QUANTITY ORDERED ONCE PRODUCTION HAS STARTED.

b) AMENDMENTS TO SHIPPING INSTRUCTIONS: DUE TO THE NATURE OF OUR BUSINESS, NO AMENDMENT SHALL BE ACCEPTED AFTER AN ORDER HAS BEEN FINALIZED.

c) AMENDMENTS TO SHIPPING INSTRUCTIONS: CHANGES TO THE DELIVERY ADDRESS, AFTER THE ORDER WAS FINALIZED, SHALL BE SUBMITTED IN WRITING, WHICH WILL FOLLOW A REVISED INVOICE ISSUES BY SPRINTERS ADVERTISING.

SPRINTERS ADVERTISING IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY AMENDMENTS OR INSTRUCTIONS NOT PROVIDED BY CLIENT IN WRITING AND ON TIME.

4. BILLING AND PAYMENT

CLIENT SHALL SUBMIT PAYMENT IN ACCORDANCE WITH THE PAYMENT TERMS SPECIFIED ON THE INVOICE (E.G CREDIT CARD, NET 30, CHECK, ETC.). CLIENT SHALL MAKE PAYMENT IN FULL AND ON TIME FOR THE AMOUNT STATED IN THE INVOICE. **SPRINTERS ADVERTISING RESERVES THE RIGHT TO CANCEL, HOLD OR DELAY ORDERS WHICH CLIENT DID NOT SUBMIT THE PAYMENT AS SCHEDULED; WE WILL NOT BE RESPONSIBLE FOR ANY DAMAGES CAUSED DUE TO DELAYS CAUSED BY LATE PAYMENT.**

4.1 FINANCE CHARGE: Past dues balance will accrue interest at the rate of 2% per month

5. RETURNS AND REFUNDS

CUSTOMER SERVICE IS HIGHLY IMPORTANT TO US, HOWEVER DUE TO THE NATURE OF CUSTOMIZED PRODUCTS, **ALL SALES ARE FINAL AND NO RETURNS OR REFUNDS SHALL BE OFFERED UNLESS:**

- 10% or MORE OF THE PRODUCTS IN THE ORDER WERE RECEIVED DEFECTED;
- CUSTOMIZATION IS SUBSTANTIALLY DIFFERENT FROM THE ONE APPROVED IN THE E-PROOF, EXCLUDING CASES COVERED IN CLAUSE 1;
- WRONG PRODUCT (EITHER SKU OR PRODUCT ATTRIBUTE SUCH AS COLOR, SIZE ETC) WERE RECEIVED;
- FAILURE TO MEET AGREED IN-HANDS DATE (ORDERS MARKED AS FLEXIBLE DOES NOT APPLY FOR REFUND DUE TO LATE)

A PROPER CLAIM FOR SUCH CASE NEEDS TO BE OPENED AND APPROVED BY SPRINTERS ADVERTISING, LLC PRIOR TO THE RETURN OR REFUNDS.

ALL RETURNS MUST HAVE A **RETURN AUTHORIZATION NUMBER** PROVIDED BY SPRINTERS (RAN); UNAUTHORIZED RETURN SHALL BE REJECTED AND DISMISSED, AND ANY EXPENSES INCURRED SHALL BE PAID BY THE SENDER.

5.1 CLAIMS

CHECK YOUR ORDER IMMEDIATELY UPON RECEIPT.

ALL CLAIMS MUST BE REPORTED **WITHIN 7 CALENDAR DAYS** UPON RECEIPT OF GOODS (DELIVERY DATE SHALL FOLLOW THE TRACKING NUMBER PROVIDED)

- CLAIMS MUST BE SUBMITTED IN WRITING BY SENDING AN EMAIL TO YOUR ACCOUNT MANAGER; THE EMAIL SHOULD SPECIFY THE ISSUE ENCOUNTERED (E.G WRONG ITEM, INCORRECT IMPRINT, INCOMPLETE ORDER, BROKEN ITEMS ETC)
- ATTACH DIGITAL IMAGE(S) TO YOUR EMAIL DEPICTING THE PROBLEM AT HAND. PLEASE SEND US GROUP IMAGES IF THE PROBLEM EXISTS ON MORE THAN ONE ITEM. **THIS IS VERY IMPORTANT, AS WE WILL NEED A VISUAL OF ALL AFFECTED ITEMS IN ORDER TO RESPOND ACCURATELY.**
- IF UNABLE TO PROVIDE A PHOTOGRAPH, YOU MAY SHIP US AN "IN-HANDS" SAMPLE OF THE PRODUCT INSTEAD. (THE ADDRESS APPEARS ON THE EMAIL SIGNATURE AND ON THE INVOICE.)
- UPON RECEIPT OF THE "VISUAL", WE PROMPTLY REMEDY THE SITUATION AND REDO THE AFFECTED PORTION OF THE ORDER IF MANDATED

SPRINTERS ADVERTISING RESERVES THE RIGHT TO DETERMINE IF THE ITEM IS DEFECTIVE OR PRINTED INCORRECTLY DUE TO ANY ERROR ON OUR PART, AND WILL PROVIDE A REMEDY BASED ON SUCH FINDINGS.

6. REMEDIES

- IF AN ORDER IS NOT WELL RECEIVED – EITHER DUE TO A TYPO OR OTHER ISSUES WHICH ARE DIFFERENT THAN SPECIFIED IN THE E-PROOF – OUR POLICY TO REDO THE ORDER.

- WHEN AN ERROR HAS BEEN CONFIRMED, (UPON FOLLOWING INSTRUCTIONS UNDER CLAUSE 5.1- "CLAIMS") WE WILL MAKE EVERY ATTEMPT TO PROMPTLY REDO THE ORDER. WE WILL PROCESS THE REDO ORDER EXACTLY AS YOU HAD ORIGINALLY REQUESTED MINUS ANY ERRORS THAT WE MADE. WE WILL NOT CHANGE THE PRODUCT, THE LOGO OR ARTWORK OR THE IMPRINT COLOR WHEN PROCESSING THE REDO UNLESS PRE-APPROVED BY US.

(A) IF THE QUANTITY TO BE REPLACED IS LESS THAN 10% OF THE ENTIRE ORDER, WE RESERVE THE RIGHT TO PROCESS A CREDIT FOR THAT AMOUNT RATHER THAN REDOING THAT PORTION.

(B) ALL REDOS WILL SHIP VIA ORIGINAL SHIPMENT METHOD. IF YOU REQUIRE EXPEDITED SHIPPING, YOU WILL BE RESPONSIBLE FOR THOSE CHARGES.

(C) NOTE THAT WE WILL ONLY REDO THE AFFECTED ITEMS OVER 10% WHEN THE ORDER CONSISTS OF OVER 250 PIECES. IF THE ORDER CONSISTS OF LESS THAN 250 PIECES, WE RESERVE THE RIGHT TO ISSUE A CREDIT FOR THE AFFECTED PIECES.

7. DISPUTE RESOLUTION

IF YOU HAVE BILLING QUESTIONS OR WOULD LIKE TO MAKE AN INQUIRY ABOUT COMPANY'S TERMS OF SERVICE, YOU MAY CONTACT OUR CUSTOMER SERVICE.

IN THE EVENT OF A DISPUTE OR A DISAGREEMENT UNDER THIS AGREEMENT, THE PARTIES WILL USE THEIR BEST EFFORTS TO RESOLVE THE DISPUTE. IF CLIENT IS NOT FULLY SATISFIED AFTER DISCUSSING THE DISPUTE WITH THE COMPANY, CLIENT MAY CONTACT THE DELAWARE PUBLIC SERVICE COMMISSION.

REGARDLESS OF WHETHER YOU CHOOSE TO PURSUE YOUR DISPUTE WITH THE DELAWARE PUBLIC SERVICE COMMISSION, YOUR RIGHT TO PURSUE INDIVIDUAL ARBITRATION WITH THE COMPANY WILL NOT BE IMPACTED UNDER THIS AGREEMENT AS SET FORTH BELOW. YOU AND

THE COMPANY BOTH AGREE TO RESOLVE DISPUTES (AS DEFINED BELOW) ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT (FOR QUALIFYING CLAIMS), SUBJECT TO SPECIFIC EXCEPTIONS LISTED HEREIN. THE PARTIES EXPRESSLY AGREE THAT THEY ARE WAIVING THEIR RIGHT TO SUE IN COURT AND THAT ARBITRATION IS THE PARTY'S SOLE REMEDY TO RESOLVE DISPUTES. THERE IS NO JUDGE OR JURY IN ARBITRATION, THE PROCEDURES MAY BE DIFFERENT, AND IT IS SUBJECT TO VERY LIMITED REVIEW BY A COURT. AN ARBITRATOR, HOWEVER, CAN AWARD YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEY'S FEES, AN ARBITRATOR CAN AWARD THEM TOO. IN ADDITION, YOU AND THE COMPANY ALSO BOTH AGREE THAT:

(A) "DISPUTES" ARE ANY CLAIMS OR CONTROVERSIES AGAINST EACH OTHER RELATED IN ANY WAY TO, OR ARISING FROM THE COMPANY'S SERVICES, THIS AGREEMENT, OR ANY RELATED AGREEMENTS, INCLUDING BUT NOT LIMITED TO, BILLING, SERVICES AND PRACTICES, POLICIES, CONTRACT PRACTICES (INCLUDING ENFORCEABILITY), SERVICE CLAIMS, PRIVACY, OR ADVERTISING, EVEN IF IT ARISES AFTER YOUR SERVICES WITH THE COMPANY HAVE TERMINATED. DISPUTES INCLUDE ANY CLAIMS THAT: (I) YOU BRING AGAINST THE COMPANY OR ANY OF ITS EMPLOYEES, AGENTS, AFFILIATES, OR OTHER REPRESENTATIVES; (II) YOU BRING AGAINST A THIRD PARTY THAT ARE BASED ON, RELATE TO, OR ARISE FROM THE COMPANY'S SERVICES, THIS AGREEMENT OR ANY RELATED AGREEMENTS; OR (III) THAT THE COMPANY BRINGS AGAINST YOU. IT ALSO INCLUDES, BUT IS NOT LIMITED TO, CLAIMS RELATED IN ANY WAY TO, OR ARISING FROM ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND THE COMPANY, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY.

(B) EXCEPT AS OTHERWISE PROVIDED UNDER SECTION 14(F) BELOW, THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1 ET SEQ. (THE "FAA") APPLIES EXCLUSIVELY TO THIS AGREEMENT TO ARBITRATE, AND THIS AGREEMENT TO ARBITRATE IS INTENDED TO BE BROADLY INTERPRETED. THE ARBITRATOR'S DECISION AND AWARD IS FINAL AND BINDING, WITH SOME EXCEPTIONS UNDER THE FAA, AND JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT WITH JURISDICTION.

(C) PRIOR TO INITIATING ARBITRATION, A PARTY MUST FIRST SEND TO THE OTHER, BY V_DE_RESSCOM_WEB_100116 VIR_DE_RESSC_100116 3 CERTIFIED MAIL, A WRITTEN NOTICE OF DISPUTE ("DISPUTE NOTICE"). THE DISPUTE NOTICE TO THE COMPANY SHOULD BE ADDRESSED TO THE NOTICE ADDRESS LISTED IN SECTION 14. THE DISPUTE NOTICE MUST (I) DESCRIBE THE NATURE AND BASIS OF THE CLAIM OR DISPUTE; AND (II) SET FORTH THE SPECIFIC RELIEF SOUGHT ("DEMAND"). IF THE COMPANY AND YOU DO NOT REACH AN AGREEMENT TO RESOLVE THE CLAIM WITHIN THIRTY (30) DAYS AFTER THE DISPUTE NOTICE IS RECEIVED, YOU OR THE COMPANY MAY COMMENCE AN ARBITRATION PROCEEDING. DURING THE ARBITRATION, THE AMOUNT OF ANY SETTLEMENT OFFER MADE BY THE COMPANY OR YOU SHALL NOT BE DISCLOSED TO THE ARBITRATOR.

(D) UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATION WILL BE CONDUCTED BY A SINGLE NEUTRAL ARBITRATOR AND WILL TAKE PLACE IN THE COUNTY (OR PARISH) OF THE SERVICE ADDRESS.

YOU AND THE COMPANY EACH AGREE THAT ARBITRATION WILL ONLY BE PURSUED ON AN INDIVIDUAL BASIS, AND WILL NOT BE PURSUED ON A CLASSWIDE, REPRESENTATIVE OR CONSOLIDATED BASIS. THIS AGREEMENT DOES NOT ALLOW CLASS, REPRESENTATIVE OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA PROCEDURES OR RULES WOULD. IF FOR ANY REASON ANY COURT OR ARBITRATOR HOLDS THAT THIS RESTRICTION IS UNCONSCIONABLE OR UNENFORCEABLE, THEN THIS AGREEMENT TO ARBITRATE DOES NOT APPLY AND THE DISPUTE MUST BE BROUGHT IN COURT.

(E) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND THE COMPANY AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND THE COMPANY UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR THE SERVICES PROVIDED BY THE COMPANY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT

8. LIMITATION OF LIABILITY

NEITHER YOU NOR COMPANY WILL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. COMPANY DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR BILLING OR COMMUNICATION ERRORS AFTER

90 DAYS IF YOU DO NOT CONTACT US REGARDING SUCH ERRORS WITHIN 90 DAYS AFTER THE STATEMENT SHOWING THE TRANSACTION HAS BEEN MAILED TO YOU.

9. ASSIGNMENT

NEITHER THIS AGREEMENT, NOR ANY OF THE RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT, MAY BE ASSIGNED BY EITHER PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SPRINTERS ADVERTISING, LLC MAY ASSIGN THIS AGREEMENT IN WHOLE OR IN PART OR ANY OF ITS RIGHTS OR OBLIGATIONS HEREUNDER, UPON WRITTEN NOTICE TO CUSTOMER, TO AN AFFILIATE OF SPRINTERS ADVERTISING, LLC; PROVIDED THAT ANY SUCH ASSIGNMENT SHALL NOT RELEASE SPRINTERS ADVERTISING, LLC FROM ITS OBLIGATIONS UNDER THIS AGREEMENT.

10. COMMUNICATIONS

EXCEPT FOR ORDERS WHICH MAY BE SENT BY LOCAL MAIL, FACSIMILE TRANSMISSION, OR ELECTRONICALLY TRANSMITTED, ALL NOTICES, AND OTHER COMMUNICATIONS HEREUNDER SHALL BE IN WRITING, AND SHALL BE ADDRESSED TO AN SPRINTERS REPRESENTATIVE, AND SHALL BE CONSIDERED GIVEN WHEN (A) CONFIRMED ELECTRONIC MAIL, (B) SENT BY CONFIRMED TELEX OR FACSIMILE, (C) SENT BY COMMERCIAL OVERNIGHT COURIER WITH WRITTEN VERIFICATION RECEIPT, OR (D) THREE (3) DAYS AFTER HAVING BEEN SENT, POSTAGE PREPAID, BY FIRST CLASS OR CERTIFIED MAIL.

11. SURVIVAL

ALL PROVISIONS HEREOF RELATING TO PROPRIETARY RIGHTS, CONFIDENTIALITY AND NON-DISCLOSURE, AND LIMITATION OF LIABILITY SHALL SURVIVE THE COMPLETION OF THE SERVICES OR ANY EARLIER TERMINATION, EXPIRATION OR RESCISSION OF THIS AGREEMENT.

12. SEVERABILITY

IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT ANY PROVISION OF THIS AGREEMENT IS INVALID, ILLEGAL OR UNENFORCEABLE UNDER ANY APPLICABLE STATUTE OR RULE OF LAW, SUCH PROVISION IS TO THAT EXTENT DEEMED OMITTED, AND THE BALANCE OF THIS AGREEMENT REMAINS IN FULL FORCE IF THE ESSENTIAL TERMS AND CONDITIONS OF THIS AGREEMENT FOR EACH PARTY REMAIN VALID, BINDING AND ENFORCEABLE.

13. FORCE MAJEURE

NEITHER PARTY SHALL BE LIABLE FOR FAILURE OR DELAY IN PERFORMANCE OF ITS OBLIGATIONS HEREUNDER (OTHER THAN CUSTOMER'S OBLIGATION TO PAY THE FEES FOR SERVICES PROVIDED) WHEN SUCH FAILURES OR DELAY IS CAUSED BY EVENTS OR CAUSES BEYOND THE CONTROL OF SUCH PARTY, INCLUDING, WITHOUT LIMITATION, ANY OF THE FOLLOWING EVENTS, ACTS OF GOD, EXTREME WEATHER, NATURAL CALAMITIES, LABOR STRIKES OR UNREST, TERRORIST ATTACKS, GOVERNMENT ACTIONS, POWER OUTAGES AND DISRUPTIONS IN COMMUNICATION LINES.

14. APPLICABLE LAW

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO ANY LAW OR STATUTORY PROVISION WHICH WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. THE PARTIES FURTHER AGREE THAT THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA) DOES NOT APPLY TO THIS AGREEMENT. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.