

## MAINE PRINTING COMPANY/MPX WEBSITE TERMS AND CONDITIONS OF USE

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1. Operating Policies. You agree to comply with the following policies, which are the rules that govern your activity in connection with the Site:

a. You may not transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion;

b. You may not interfere with other users use of the Site;

c. You may not post or transmit any file which contains viruses, worms, “Trojan horses” or any other contaminating or destructive features;

d. You may not use the facilities and capabilities of the Site to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others;

e. By posting information on the Site, you represent and warrant that such information is accurate, truthful, not misleading and complete in all ways and will not infringe upon any privacy rights of a third party; and

f. By using this Site, you promise MPX that you will not use this Site for any unlawful or prohibited purposes.

2. Ownership. The entire contents of the Site, excluding third-party marks or information, are owned by MPX. You may print and download portions of material from the different areas of the Site solely for your own internal use. You may not modify, copy, publicly display, reproduce, redistribute, retransmit, transfer, sell or offer for sale, adapt, publish, enter in a database, or create derivative works from any downloaded material from the Site or in any way exploit any material or content of the Site or use it in any way for any public or commercial purposes, without the prior express written consent of MPX or any

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MPX respects the rights of all copyright holders and, in this regard, MPX will terminate in appropriate circumstances use of the Site by anyone who infringes the rights of copyright holders. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. 512:

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. Identification of the copyright 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;
- c. 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;
- d. Information reasonably sufficient to permit us to contact the complaining party;
- e. 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
- f. 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.

3. Use of the Site. You understand that, except for information, products or services clearly identified as being supplied by MPX, MPX does not operate, control or endorse any information, products or services on the Internet in any way. Except for MPX-identified information, products or services, all information, products and services offered through the Site or on the Internet generally are offered by third parties that are not affiliated with MPX. You also understand that MPX and its respective licensors or suppliers cannot and do not guarantee, warrant or make any representations regarding, and that in no event shall MPX be responsible for any loss or liability resulting from, the use or the results of the use of the services, products or materials in this Site in terms of their correctness, accuracy, reliability, or otherwise or (i) that files available for downloading through the Site will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties, or (ii) that the functions contained in the Site will be not have access delays or loss of service or be uninterrupted or error-free, that defects will be corrected, or that the Site or the server that makes it available are free of viruses or other harmful elements. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data. You assume total responsibility and risk for your use of the Site and the Internet. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the Site or on the Internet generally. You (and not MPX or any of its

respective licensors or suppliers) assume the entire cost of all necessary servicing, repair or correction to your system. **The Site and any software, products, information or services made available on the Site are provided “as is” without warranty of any kind, or any representations or endorsements whatsoever, express or implied, including, without limitation, any warranty of merchantability, fitness for a particular purpose, accuracy of data, non-infringement and/or non-interference.** We are not a party to, and do not monitor, any transaction between users and third party providers of products or services.

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Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. In such states, MPX’s liability is limited to the greatest extent permitted by law.

Other websites sponsored by other persons are linked to the Site for your convenience and information only. MPX and its affiliates do not control or endorse the content of third party websites. These Terms apply only to the Site, and not to the sites of any other companies or organizations, including those to which the Site may link. MPX is not responsible for the availability of any other site to which the Site links. Under no circumstances will MPX be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, goods or services available on any other site. Any use of another website or its products and/or services by you is at such your own risk. You should direct any concerns to that site’s administrator or webmaster.

4. Indemnification. You agree to indemnify and hold harmless MPX, and MPX’s officers, directors, employees, agents, clients and customers, suppliers, licensors and any third party information providers to the Site from and against any and all claims, losses, liabilities, damages, obligations, costs and expenses (including attorneys’ fees) which the foregoing may incur in connection with, by reason of, or related to the violation by you or your representative of any of the terms and conditions contained herein or arising from your use of the Site or the information and materials provided via the Site.

5. Third Party Rights. The provisions of Paragraph 3 (Use of the Site) and Paragraph 4 (Indemnification) are for the benefit of MPX and its officers, directors, employees, agents, clients and customers, suppliers, licensors and any third party information providers to the Site. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

6. Term; Termination. These Terms may be terminated by either party without notice at any time for any reason, provided that you may no longer use the Site following such termination. The provisions of Paragraph 2 (Ownership), Paragraph 3 (Use of the Site), Paragraph 4 (Indemnification), Paragraph 5 (Third Party Rights) and Paragraph 7 (Miscellaneous) shall survive any termination of these terms and conditions.

7. Miscellaneous. These Terms shall be governed and construed in accordance with the laws of the State of Maine applicable to agreements made and to be performed in Maine. You agree that any legal action or proceeding between MPX and you for any purpose concerning these terms and conditions or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Maine and you submit to the jurisdiction of any said courts. MPX's failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms. MPX may assign its rights and duties under these Terms to any party at any time without notice to you. If any of these terms and conditions are found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the remaining terms and conditions, and will not affect the validity and enforceability of the remaining provisions. MPX controls and operates this Site from our offices in Maine and MPX makes no representation that the information or materials provided via the Site are appropriate or available for use in other locations. Persons who choose to access this Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.