

MOUNTAINCOW PRO AND VIP ACCESS PLANS

TERMS OF SERVICE

Last Updated: November 21, 2017

- 1. Your relationship with Mountaincow LLC.** Your purchase of the PRO or VIP Access Plan as further described in Appendix A (collectively, the “**Services**”) offered by Mountaincow LLC or its subsidiaries or affiliated companies (collectively, “**Company**”) is subject to the terms of the following binding, legal agreement between you and Company (the “**Terms**”).
- 2. Accepting the Terms.** In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms. You can accept the Terms by: (a) checking the box and entering payment, where this option is made available to you by Company in the user interface for any Service; or (b) by purchasing and actually using the Services. In this case, you understand and agree that Company will treat your payment for and use of the Services as acceptance of the Terms from that point onwards. You may not use the Services and may not accept the Terms if (i) you are not of legal age to form a binding contract with Company, or (ii) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.
- 3. Provision of the Services by Company.** Company is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which Company provides may change from time to time without prior notice to you, including but not limited to stopping (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at Company’s sole discretion, without prior notice to you. You will not continue be charged for the Service if the company permanently stops providing the Services. You may stop using the Services at any time by providing notice of cancellation to the Company. You acknowledge and agree that use of the Services requires a valid license to the current version of PrintingPress Pro Extreme software by Mountaincow (currently 10.0). You acknowledge and agree that you may cancel the Services at any time, but that no pro-rata refunds will be provided for cancellation of the Services. You acknowledge and agree that payment for each month or year is due at the beginning of the month or year, and Company may disable access to the Services if your account is over 30 days past due. If Company disables access to your Profile, you may be prevented from accessing the Services. You acknowledge and agree that if your account is over 60 days past due Company will consider you as having cancelled the Services and you will forfeit upgrade protection unless you bring the account current prior to the release of the next upgrade. You acknowledge and agree that in order to qualify for upgrade protection and receive each future upgrade for free you must sign up for the Services within 90 days of purchase of PrintingPress Pro Extreme version 10 or higher software or upgrade and then stay current with monthly or annual payments for the Services the entire time leading up to the release of each future upgrade. You acknowledge that Company will make a best efforts attempt to resolve technical support

inquiries in a satisfactory manner within a reasonable time frame and acknowledge that provision of technical support does not create a warranty or represent that the software will be made free of defects or that all technical support inquiries will be satisfactorily resolved, and that the lack of resolution does not constitute a breach of this agreement or failure to provide the Services. Technical support is restricted to issues related to the installation and use of Company software (e.g. PrintingPress Pro Extreme) and print services and may not be used to resolve general computer issues. Remote login requires third party products to connect to Customer computer and Company cannot be responsible for any problems which may arise from their installation or use.

- 4. Use of the Services by you.** In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Services, or as part of your continued use of the Services, including but not limited to your valid PrintingPress Pro Extreme serial number and your email address. You agree to review and abide by the Mountaincow.com [Terms of Use](#) and PrintingPress Pro Extreme Software License Agreement. You agree that any registration information you give to Company will always be accurate, correct and up to date. You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries). You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Company, and, specifically, not through any automated means (including use of scripts or web crawlers). You agree that you will not use the Services if you are under the age of 13. Furthermore, you agree that you will not use the Services to:
- a. send or otherwise post unauthorized commercial communications (such as spam);
 - b. engage in unlawful multi-level marketing (such as a pyramid scheme);
 - c. upload or otherwise transmit viruses or other malicious code or probe, scan or test (or attempt the same) the vulnerability of a system or network;
 - d. solicit login information or access a Profile belonging to someone else;
 - e. post content that: is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence or is intended to or could reasonably be understood to bully, intimidate, or harass; or is in violation of a legal copyright or trademark held by someone else without express authorization in writing; or is in any way in violation of the Mountaincow.com [Image Submission Terms And Conditions](#) agreement which is included herein by reference;
 - f. do anything unlawful, misleading, malicious, or discriminatory (including engaging in discriminatory hiring practices);
 - g. reproduce, duplicate, copy, sell, trade or resell the Services or any data gathered from the Services for any purpose;

- h. provide any false personal information in your Profile, create a Profile for anyone other than yourself, or create more than one Profile;
- i. upload, transmit or otherwise expose confidential customer financial information including but not limited to credit card numbers and social security numbers;
- j. share customer personally identifiable information with third parties or otherwise violate the posted privacy policy which governs how you may and may not use collected customer information;
- k. engage in any activity that could interfere with, disrupt, disable, overburden, or impair the proper working of the Services or the servers and networks which are connected to the Services (such as a denial of service attack); or
- l. facilitate or encourage any violations of any of the foregoing.

You agree that you are solely responsible for (and that Company has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Company may suffer) of any such breach.

5. **Your passwords and Profile security.** You agree and understand that you are responsible for maintaining the confidentiality of serial numbers, account logins, and other user names and passwords associated with your Profile. Accordingly, you agree that you will be solely responsible to Company for all activities that occur under your Profile. If you become aware of any unauthorized use of your password or of your Profile, you agree to notify Company immediately.
6. **Privacy and your personal information.** For information about Company's data protection practices, please read Company's [Privacy Policy](#). This policy explains how Company treats your personal information, and protects your privacy, when you use the Services. You agree to the use of your data in accordance with Company's Privacy Policy.
7. **Content in the Services.** You understand that all information (such as data and database files, written text, invitation designs, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services (collectively, the "**Content**") are the sole responsibility of the person from which such content originated. You should be aware that Content presented to you as part of the Services may be protected by intellectual property rights which are owned by Company or the persons or companies who provide that Content to Company. You may not modify, rent, lease, loan, sell, distribute or create derivative works based on the Content (either in whole or in part) except as provided for in the PrintingPress Pro Extreme software End User License Agreement provided with the software. If you are the legal copyright holder of Content that you publish using the Services, you will remain the copyright holder of that Content and nothing in this agreement transfers ownership of or responsibility for such Content to Company or its owners or partners. Company reserves the right (but shall have no obligation) to pre-

screen, review, flag, filter, modify, refuse or remove any or all Content from any Service. You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk. You agree that you are solely responsible for (and that Company has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Company may suffer) by doing so.

- 8. Proprietary rights.** You acknowledge and agree that Company (or Company's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Company and that you shall not disclose such information without Company's prior written consent. Unless you have agreed otherwise in writing with Company, nothing in the Terms gives you a right to use any of Company's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. Other than the limited license set forth in Section 9, Company acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, or transmit through the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Company, you agree that you are responsible for protecting and enforcing those rights and that Company has no obligation to do so on your behalf. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services. Unless you have been expressly authorized to do so in writing by Company, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the database or source code of Company's website or any other technology software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Company, in writing.
- 9. Content license from you.** You retain copyright and any other rights you already hold in Content which you submit, post or transmit through the Services. By submitting, posting or transmitting the content you give Company a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, post or display on or through, the Services. This license is for the sole purpose of enabling Company to deliver, display, distribute and promote the Services. You understand that Company, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or

media. You agree that this license shall permit Company to take these actions. You confirm and warrant to Company that you have all the rights, power and authority necessary to grant the above license. You understand that any Content deleted from our servers may persist in backup copies for a reasonable period of time.

10. **Services updates.** The Services which you use may automatically download and install updates from time to time from Company. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit Company to deliver these to you) as part of your use of the Services. You understand that additional software or hardware may be required to continue to use future releases of the Services.
11. **Cancelling the service.** The Terms will continue to apply until service is terminated by either you or Company as set out below. If you want to terminate your legal agreement with Company, you may do so by (a) notifying Company at any time and (b) closing your accounts for all of the Services which you use, where Company has made this option available to you. Your notice should be communicated to Company, in writing, by web form submission or by phone, to:

*Mountaincow LLC
Attn: Terms of Use Terminations
1 Richmond Sq., Ste #166W
Providence, RI 02906
401.383.0907*

Company may at any time, terminate its legal agreement with you if:

- a. you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms);
- b. Company is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful);
- c. Company is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service and you will receive a pro-rata refund for any pre-payment of services Company will no longer be providing; or
- d. the provision of the Services to you by Company is, in Company's opinion, no longer commercially viable and you will receive a pro-rata refund for any pre-payment of services Company will no longer be providing.

Nothing in this Section shall affect Company's rights regarding provision of Services under Section 3 of the Terms. When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Company have benefited from, been subject to (or

which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation.

- 12. EXCLUSION OF WARRANTIES.** NOTHING IN THESE TERMS, INCLUDING SECTIONS 12 AND 13, SHALL EXCLUDE OR LIMIT COMPANY'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." IN PARTICULAR, COMPANY AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE SERVICES WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. COMPANY FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Company cannot guarantee and does not promise any specific results from use of the Services. No advice or information, whether oral or written, which you obtain from Company or through the Services shall create any warranty not expressly stated herein.

- 13. LIMITATION OF LIABILITY.** SUBJECT TO OVERALL PROVISION IN SECTION 12 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR: (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF

PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; (B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF: (I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY OF THE CONTENT OR THE SERVICES; (II) ANY CHANGES WHICH COMPANY MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES); (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY OF THE CONTENT MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES; (III) YOUR FAILURE TO PROVIDE COMPANY WITH ACCURATE INFORMATION; OR (IV) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL. THE FORGOING LIMITATIONS ON COMPANY'S LIABILITY TO YOU SHALL APPLY WHETHER OR NOT COMPANY HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

14. **Indemnity.** You agree to defend, indemnify, and hold harmless Company and its officers, directors, employees and agents, from and against any claims, actions, suits, proceedings or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (a) your provision of or use of any Content, or (b) your breach of the Terms. Company shall provide you prompt notice of any such claims, actions, suits, proceedings or demands.
15. **Copyright enforcement policies.** It is Company's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminating the Profiles or accounts of repeat infringers.
16. **Other content.** The Services may include hyperlinks to other web sites or content or resources. Company has no control over any web sites or resources which are provided by companies or persons other than Company. You acknowledge and agree that Company is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources. You acknowledge and agree that Company is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.
17. **Changes to the Terms.** Company may make changes to the Terms from time to time. When these changes are made, Company will make a new copy of the Terms available on this website page. You understand and agree that if you use the Services after the date on which the Terms have changed, Company will treat your use as acceptance of the updated Terms.

- 18. Feedback and suggestions.** Any and all title, ownership rights, and intellectual property rights concerning any ideas, concepts, suggestions, improvements, enhancements, materials and the like you provide to Company relating to the Services shall become the exclusive property of Company and may be used for its business purposes in its sole discretion without any payment, accounting, remuneration or attribution to you.
- 19. General legal terms.** Where Company has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with Company. If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence. The Terms constitute the whole legal agreement between you and Company and govern your use of the Services (but excluding any services which Company may provide to you under a separate written agreement), and completely replace any prior agreements between you and Company in relation to the Services. You agree that Company may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services. You agree that if Company does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Company has the benefit of under any applicable law), this will not be taken to be a formal waiver of Company's rights and that those rights or remedies will still be available to Company. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable. You acknowledge and agree that no other person or company shall be third party beneficiaries to the Terms. The Terms, and your relationship with Company under the Terms, shall be governed by the laws of the State of Rhode Island without regard to its conflict of laws provisions. You agree to submit to the exclusive jurisdiction of the courts located within such jurisdiction to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Company shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

APPENDIX A: Description of Services

PRO Access Plan includes:

1. **Email Technical Support:** You may submit inquiries to Company regarding technical questions related to PrintingPress Pro Extreme software or the Services and Company will respond promptly, typically within 1-2 business days.
2. **Downloadable Updates:** When updates are available for bug fixes or new features, your PrintingPress Pro Extreme software will download them automatically.
3. **New Designs and Artwork:** When new designs are available as sample projects including new artwork, your PrintingPress Pro Extreme software will download them automatically.
4. **Future Upgrades:** When major upgrade versions become available, e.g. version 11, version 12, etc., you will receive them via mail or download for free as if you purchased them, providing you sign up for the Services within 90 days of purchase of PrintingPress Pro Extreme version 10 or higher software or upgrade and then stay current with monthly or annual payments for the Services the entire time leading up to the release of each future upgrade.

VIP Access Plan further includes:

5. **20% Discount off Print Services:** You may place orders for Print Services at wholesale prices through PrintingPress Pro Extreme software and you will receive a coupon code giving you an additional 20% discount. Company reserves the right to exclude certain products, which may change from time to time without notice.
 - a. **Included:** 1- and 2-sided full color digital printed cards, foil, letterpress, thermography and glitter print processes, foil-lined envelopes, printed envelopes, envelope liners, napkins, reception coasters and treat bags
 - b. **Excluded:** Printed gifts.
6. **20% Discount off Blank Stationery:** You may place orders on Mountaincow.com for blank stationery at pro pricing and receive a coupon code giving you an additional 20% discount. Company reserves the right to exclude certain products, which may change from time to time without notice.
 - a. **Included:** Blank white and colored matte, metallic and textured card stocks and envelopes.
 - b. **Excluded:** In-store printable gifts, natural cotton, two-sided photo and vellum stocks, envelope liners.

7. **Album Page Inserts:** Seasonally, typically 3 times per year, Company will ship new album page inserts with printed samples using various print processes to add to Custom Printing albums when VIP plan customer has an album.
8. **Phone Access to Priority Technical Support:** You may submit urgent inquiries to Company via email or phone during Company business hours M-F 9-5 ET regarding technical questions related to PrintingPress Pro Extreme software or the Services and Company will respond promptly, typically the same business day if the inquiry is submitted before 3pm ET.
9. **Annual Training Session:** You may schedule 1 free 1-hour training session by phone each year you are current with the Plan.
10. **Remote Computer Logins:** You may encounter technical support inquiries that cannot be resolved by email or phone, in which cases Company's technical support team may, at their sole discretion, request to schedule a time with you to log into your computer remotely for the purposes of investigating and possibly resolving the problem. Typically this is used to attempt to restore lost data (projects and addresses).