

# TERMS OF SERVICE

Digital 55  
P.O., Box 350426  
Toledo, OH 43635

## AGREEMENT BETWEEN YOU AND DIGITAL 55

The Digital 55 suite of products includes OnLetterhead, IPoint Messaging Platform and other communications tools and products. In this Terms of Service document, they will be referred to as the Digital 55 Solutions.

## PRIVACY AND PROTECTION OF PERSONAL INFORMATION

See the Privacy Statement at [digital-55.com/privacy-policy](https://digital-55.com/privacy-policy) for disclosures relating to the collection and use of your personal information.

## MEMBER ACCOUNT, PASSWORD, AND SECURITY

In order to open an OnLetterhead Solutions account, you must complete the registration process by providing us with current, complete, and accurate information as prompted by the applicable registration form. You then will choose a username and password. You are entirely responsible for maintaining the confidentiality of your account and password. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Digital 55 immediately of any unauthorized use of your account or any other breach of security. Digital 55 will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable

for losses incurred by Digital 55 or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

#### MODIFICATION OF THESE TERMS OF USE

Digital 55 reserves the right to change the terms, conditions, and notices under which the Digital 55 Site/Services/Solutions are offered, including, but not limited to, the charges associated with the use of the Digital 55 Site/Services/Solutions. You are responsible for regularly reviewing these terms and conditions and additional terms posted on particular websites. Your continued use of the Digital 55 Site/Services/Solutions constitutes your agreement to all such terms, conditions, and notices.

#### LINKS TO THIRD PARTY SITES

The Digital 55 Site/Services/Solutions may contain images of and links to third party Web sites ("Linked Sites"). The Linked Sites are not under the control of Digital 55 and Digital 55 is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Digital 55 is not responsible for webcasting or any other form of transmission received from any Linked Site nor is Digital 55 responsible if the Linked Site is not working appropriately. Digital 55 is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Digital 55 of the site or any association with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites.

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with such dealings or promotions, are solely between you and the advertiser or other third party. Digital 55 shall not be responsible or liable for any part of any such dealings or promotions.

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#### USE OF SERVICES

The Digital 55 Site/Services/Solutions may contain email services, file storage, and/or other message or communication facilities designed to enable you to communicate with others (collectively, "Communication Services"). You agree to use the Communication Services only to post, send, and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

Use the Communication Service in connection with surveys, contests,

pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise); Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; Publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful topic, name, material, or information; Publish, post, upload, distribute, or disseminate any topic, name, material or information that incites discrimination, hate, or violence towards one person or a group because of their belonging to a race, a religion, or a nation, or that insults the victims of crimes against humanity by contesting the existence of those crimes; Upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents to do the same; Use any material or information, including images or photographs, which is made available through the Digital 55 Site/Services/Solutions in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party; Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another; Use meta tag searches on the web sites; Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; Falsify or delete any author attributions, legal or other proper notices, or proprietary designations or labels of the origin or source of software, or other material contained in a file that is uploaded; Restrict or inhibit any other user from using and enjoying the Email Client; Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; Harvest or otherwise collect information about

others, including email addresses; Violate any applicable laws or regulations; Create a false identity for the purpose of misleading others; Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity, any directory of users of any Digital 55 Site/Services/Solutions or other user or usage information or any portion thereof. Digital 55 reserves the right at all times to disclose any information as Digital 55 deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, at Digital 55's sole discretion.

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#### SOFTWARE AND CONTENT AVAILABLE THROUGH THE DIGITAL 55 SITE/SERVICES

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Digital 55 hosting services include subscription services and licenses held by Digital 55 on behalf of our clients. If the client decides to move their hosting off Digital 55's hosting platform, those subscriptions and licenses are not transferable and will be pulled prior to Digital 55 transferring the website files. The preparation and transfer of client files may result in hourly fees. The retrieval of Google Analytics connected to any website transfer will be the responsibility of the client and their new hosting company.

#### ABANDONED OR DORMANT PROJECTS

Digital 55's project proposals, once signed, become binding contracts. Projects are considered abandoned or dormant when a request for content is made two (2) times in a 30-day period, and that content is not provided. Should client project be deemed abandoned or dormant by Digital 55 it is then subject to a requote or reactivation fee, to be determined by Digital 55. Reactivation fees start at \$1000, and deposit/payments on abandoned and/or dormant projects are nonrefundable.

Client-caused project delays of two (2) weeks or more, including but not limited to, waiting for content, approval, edits, etc., may result in a monthly fee for any work and hosting on a development site. Failure to pay any fees charged will subject client project to the ABANDONED OR DORMANT clause.

#### LIABILITY DISCLAIMER

The information, software, products, and services included in or available through the Digital 55 Site/Services/Solutions may include inaccuracies or typographical errors. Changes are periodically made to the Digital 55 Site/Services/Solutions and to the information therein. Digital 55 and/or its respective suppliers may make improvements and/or changes in the Digital 55 Site/Services/Solutions at any time. Advice received via the Digital 55 Site/Services/Solutions should not be relied upon for personal, medical, legal, or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation. Digital 55 and/or its respective suppliers make no representations about the suitability, reliability, availability, timeliness, lack of viruses or other harmful components, and accuracy of the information, software, products, services, and related graphics contained within the Digital 55 Site/Services/Solutions for any purpose. All such information, software, products, services, and related graphics are provided "as is" without warranty of any kind. Digital 55 and/or its respective suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties and conditions of saleability, fitness for a particular purpose, workmanlike effort, title, and non infringement. You specifically agree that Digital 55 shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through a Digital 55 site/service. You specifically agree that Digital 55 is not responsible or liable for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any other party, or any infringement of another's rights, including intellectual property rights. You specifically agree that Digital 55 is not responsible for any content sent using and/or included in a Digital 55 Site/Services/Solutions by any third party. In no event shall Digital 55 and/or its suppliers be liable for any direct, indirect,



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#### STORAGE SPACE AND OTHER LIMITATIONS

You agree that Digital 55 may establish limits concerning use of any Digital 55 Service offered on any Digital 55 website, including without limitation the maximum number of days that email messages will be retained by any Digital 55 Service, the maximum number of email messages that may be sent from or received by an account on any Digital 55 Service, the maximum size of an email message that may be sent from or received by an account on any Digital 55 Service, the maximum disk space that will be allotted on Digital 55 servers on your behalf, and the maximum number of times and duration you may access any Digital 55 Service in a given period of time.

You agree that Digital 55 has no responsibility or liability for the deletion, corruption, or failure to store any messages or other content maintained or transmitted by any Digital 55 Service.

DIGITAL 55 MAKES NO WARRANTY THAT ANY DIGITAL 55 SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

## NO SPAM; DAMAGES

Digital 55 will immediately terminate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, because damages are often difficult to quantify, if actual damages cannot be reasonably calculated then you agree to pay Digital 55 liquidated damages of \$5 for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with your account, otherwise you agree to pay Digital 55 actual damages, to the extent such actual damages can be reasonably calculated.

## GENERAL

This agreement is governed by the laws of the State of Ohio, USA. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Ohio, USA in all disputes arising out of or relating to the use of the Digital 55 Site/Services/Solutions. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Digital 55 as a result of this agreement or use of the Digital 55 Site/Services/Solutions. You agree to indemnify and hold Digital 55, its parents, subsidiaries, affiliates, officers, and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the Digital 55 Site/Services/Solutions. Digital 55 reserves the right to disclose any personal information about you or your use of the Digital 55 Site/Services, including its contents, without your prior permission if Digital 55 has a good-faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of Digital 55 or its affiliated companies; (3) enforce the terms or use; or (4) act to protect the interests of its members or others. Digital 55's performance of this

agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Digital 55's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of Digital 55 Site/Services/Solutions or information provided to or gathered by Digital 55 with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Digital 55 with respect to the Digital 55 Site/Services/Solutions and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Digital 55 with respect to Digital 55 Site/Services/Solutions. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

#### COPYRIGHT AND TRADEMARK NOTICES:

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## DIGITAL 55 BILLING

### Charges on your Billing Account

Digital 55 bills you through an online account (your "Billing Account") for services and items obtained under this Agreement (the "Products"). You agree to pay Digital 55 all charges at the prices then in effect for any Products ordered by you or other persons (including your agents) using your Billing Account, and you authorize Digital 55 to charge your chosen payment method (your "Payment Method") for such Products. You agree and understand that some of the Products are subscription-based and require termination based on terms and such non-termination provides Digital 55 a reasonable basis to provide and charge you for the Products based on the terms of the original agreement. You agree to make payment using that selected Payment Method. Charges on your Billing Account will be summarized for you online (your "Online Statement"). You may have one Online Statement per Billing Account. Digital 55 reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

You must provide current, complete, and accurate information for your billing account in order to receive the products ordered. You must promptly update all information to keep your billing account current, complete, and accurate (such as a change in billing address, credit card number, or credit card expiration date), and you must promptly notify Digital 55 if your payment method is canceled (e.g., for loss or theft) or if you become aware of a potential breach of security, such as the unauthorized disclosure or use of your user name or password. If

you fail to provide Digital 55 any of the foregoing information, you agree that Digital 55 may continue charging you for any service/product provided under your billing account unless you have terminated your subscription for such service/product (confirmed in writing).

Currency exchange settlements will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method (the "Payment Method Provider"). If Digital 55 does not receive payment from your Payment Method Provider, you agree to pay all amounts due on your Billing Account upon demand.

Prices for all Products exclude all applicable taxes and telecommunication charges, unless expressly stated otherwise. To the extent permissible by law, you agree to be responsible for any applicable taxes and telecommunication charges, whether or not such amounts are itemized on your Online Statement or charged to your Billing Account or Payment Method.

Any agreement you have with the Payment Method Provider will govern your use of your Payment Method. You agree that Digital 55 may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

Digital 55 may submit periodic charges (e.g., monthly) without further authorization from you, until you provide prior notice (confirmed in writing upon request) that you have terminated this authorization or wish to change your payment method. Such notice will not affect charges submitted before Digital 55 reasonably could act.

Your non-termination or continued use of the Products/Services on your Billing Account reaffirms that Digital 55 is authorized to charge your Payment Method. Digital 55 may submit those charges for payment,

and you will be responsible for such charges. Those submissions will not waive Digital 55's right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially ordered the applicable Product or service.

#### Refund Policies

Subject to any withdrawal right you may have under applicable law, charges are non-refundable unless the price-plan terms expressly say otherwise. Except as otherwise required by law, the costs of any returns if permitted will be at your expense. DESIGN WORK IS NOT REFUNDABLE UNDER ANY CIRCUMSTANCES.

#### Due Date: Late Charge; Collection Costs

The amount due to Digital 55 for your Billing Account must be paid in full by your Payment Method Provider on the date such payment is requested by Digital 55, not later than 30 days after the billing date; you are not entitled to carry forward a balance. You agree to pay late charges that may be assessed by Digital 55 on amounts due but not timely paid. The late charge will be 1.5% per month (or 18% per annum) on the total amount due but not paid; but, if such rate is in excess of any allowable rate under applicable laws, then you will instead be charged the maximum rate that is permitted by law. Digital 55 reserves the right to refer your Billing Account to a third party for collection in the event of default. You agree to pay all costs incurred in the enforcement of this Agreement and in collection of any delinquent amounts due, including reasonable attorneys' fees and costs.

#### Default

If Digital 55 does not receive payment for any charge/s to your Billing Account, you will be in default and Digital 55 may suspend or cancel your Billing Account and your access to any or all Digital 55 Products. If

your Payment Method Provider seeks return of payments previously made to Digital 55, but Digital 55 in good faith believes that you are liable for the charge and applicable law allows the Payment Method Provider to seek payment from you, you will also be in default and Digital 55 may cancel your Billing Account and your access to any or all Products. CANCELLATION OR SUSPENSION FOR DEFAULT MAY BE MADE WITHOUT PRIOR NOTICE TO YOU AND UPON SUCH CANCELLATION OR SUSPENSION, DIGITAL 55 MAY STOP DELIVERY OF ANY PRODUCT, AND ANY INFORMATION YOU HAVE STORED ON A DIGITAL 55 SERVICE MAY NOT BE RETRIEVED AT A LATER DATE.

### Termination, Cancellation, or Suspension

Digital 55 may, in its discretion, terminate, cancel, or suspend an accepted order if Digital 55 is notified that your Payment Method has expired or has been canceled, or if Digital 55 has reason to believe that any Billing Account information provided to Digital 55 is untrue, inaccurate, not current, or incomplete. Termination, cancellation, or suspension, whether by you or Digital 55, will not alter your obligation to pay all charges made to your Billing Account before such termination, cancellation, or suspension (including charges made after termination by you but before Digital 55 could reasonably act on your termination notice). You will not be entitled to any refunds upon termination, cancellation, or suspension unless the applicable agreement expressly so provides. See the Digital 55 Cancellation Policy for more details.

### General

You represent and warrant that: (1) you are at least 18 years of age or the age required or allowed under applicable law for making a legal and binding contract; (2) all information that you submit is true and accurate (including without limitation information relating to your Payment Method); and (3) you are an individual (or in the case of an

entity, an agent of the entity) authorized to use the designated Payment Method. You agree to pay for all charges (including charges by other persons) and to comply with your responsibilities and obligations as stated in this Agreement. If you are an agent of an entity user, you represent and warrant that you are duly authorized to legally bind the entity to all terms and conditions of this Agreement and that you have made the entity aware of them. You agree not to assign, transfer, or sublicense any rights in your Billing Account. Digital 55 may: (1) generate print copies of its electronic records and introduce them in evidence as original documents; and (2) prove your agreement or consent in any manner, including, without limitation, by showing that a procedure existed by which you must have provided consent or engaged in conduct to obtain the applicable Products.

## CONSUMER DISCLOSURES AND CONSENTS FOR ELECTRONIC INFORMATION

### Disclosure to Receive All Information in Electronic Form

All information that Digital 55 is required by law to send to you regarding the subscriptions, services, and other items provided to you under this agreement, including any billing and payment information (collectively referred to as "required information"), and any other information provided to you from Digital 55, will be provided to you in electronic form only. Digital 55 will provide all required information to you in electronic form either: (1) via email at the email address you specify during your sign-up for subscriptions, services, or other items under this agreement; (2) by access to any Digital 55 web site that will be designated in an email notice sent to you at the time the information is available; or (3) to the extent permissible by law, by access to any Digital 55 web site that will be generally designated in advance for such purpose.

### Consent to Receive All Information in Electronic Form

You agree that by accepting the terms in this agreement, you consent



to receive required information, and any other information provided to you from Digital 55, solely by electronic communication. You also confirm that your computer satisfies the hardware and software requirements stated above for receiving, accessing, displaying, printing, and storing copies of such required information, and you confirm that you have provided Digital 55 a current email address for receiving required information.

### Hardware and Software Requirements

In order to receive Required Information electronically from Digital 55, you must have an email address and submit it to Digital 55 upon sign up for any subscription, service, or other item provided under this Agreement. Your computer also must have either Google Chrome, Microsoft Edge, Safari, or Mozilla Firefox 80 (or newer) and an email software program capable of sending and receiving email from Digital 55 via the Internet. You must be running Windows as an operating system. To utilize the OnLetterhead Outlook plugin you must have: Windows 10, Microsoft Outlook 2013, 2016, 365 (Desktop), or 2019, and an Outlook compatible email address configured in Outlook. To utilize the CRM, you must use Google Chrome or Microsoft Edge. Your computer must be capable of receiving, accessing, displaying, and either printing or storing Required Information received in electronic form from Digital 55 via an email or by access to a Digital 55 Web site using one of the browsers specified above.

### Changes to Hardware and Software Requirements

In the event that there are any changes to the hardware and software requirements listed above that are likely to have a significant impact on your ability to receive, access, display, store, and print Required Information that Digital 55 sends to you in electronic form, Digital 55 will notify you of these changes. In such case, you will be required to

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