

ERPENBECK ELEMENTARY SCHOOL

Product	Price	Quantity	Subtotal
Student Workbook Grade 2	\$28.00	135	\$3,780.00

Shipping \$10.00

Total \$3,790.00

To Order

To purchase by Credit Card or Purchasing Card:

- To purchase by credit card, visit the Zearn Online Store at marketplace.mimeo.com/Zearn

To purchase by Purchase Order:

- Email your Zearn contact or info@zearn.org referencing this quote. Zearn will send a **Purchase Agreement for you to sign** to finalize your order.
- Create a **PURCHASE ORDER MADE OUT TO Mimeo (not Zearn)**. Mimeo is Zearn's print partner.
 - **Vendor Information:**
 - Vendor Name - Mimeo.com, Inc
 - Email - info@zearn.org
 - Phone Number - 901-566-5464
 - Remit to address - Mimeo.com Inc, P.O. Box 654018 Dallas, TX 75265-4018
 - W-9 attached
 - **Please ensure your Purchase Order includes:**
 - Billing contact & address
 - Shipping contact & address
 - Purchaser email address (to receive the order confirmation)
 - Accounts Payable email address (to receive the invoice)
 - Purchase Order number
 - Exact quantities and items to be ordered
 - Total cost of your order, including \$10 shipping fee per order, and tax if applicable
- Send the following to info@zearn.org or by fax at 646-365-7815:
 - A signed copy of the Purchase Agreement
 - Your Purchase Order made out to Mimeo
 - Your tax exemption form if your school is tax exempt. If not received, your total will include tax if you are shipping to CA, FL, GA, ID, IL, MA, MN, NC, NJ, NY, SC, TN, TX, or WA

Please note: these instructions only apply for purchases of Printed Materials. If you are purchasing a Zearn School Account or Zearn On-Demand PD, those Purchase Orders should be made out to Zearn, not Mimeo.

Form W-9
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Mimeo.com, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO BOX 654018

6 City, state, and ZIP code
Dallas, TX 75265

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

____ - ____ - ____

or

Employer identification number

1 3 - 4 0 1 2 7 2 8

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ► *[Signature]*

Date ► 1-1-18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Purchase Agreement and Authorization for Printed Materials Orders

Purchase Authorization

By signing this Printed Materials Purchase Agreement, you authorize Zearn to place subsequent orders for printed materials on your school's or district's behalf, based on the Purchase Orders that you submit to Zearn for the 2020-21 school year (through June 30, 2021). You understand that by signing below, you are committing your school or district for payment of all such orders to Mimeo, Zearn's print partner, within 45 days of an invoice being issued. You agree to the Terms & Conditions and return policy outlined in the Zearn Online Store at marketplace.mimeo.com/Zearn. You warrant that you are authorized to enter into this Agreement.

Return Policy

The items in your order are custom printed for you; because of this, we cannot accept returns. If you notice a mistake with your order prior to receiving your materials, please email info@zearn.org as soon as possible. Due to the quick turnaround nature of printing and shipping, we are unable to guarantee that changes can be made, but will do our best to assist you. You may cancel an order only if the cancellation request is received prior to the printing of your order. If production of your order has already started, you will be responsible for the entire cost of your order.

Once your materials are delivered, please check your items within one week of delivery and contact Zearn at info@zearn.org right away if there are any questions or concerns about your order (e.g., printing or binding issues). For additional information, please read Mimeo's Terms & Conditions in the Zearn Online Store at marketplace.mimeo.com/Zearn

Items Ordered

To place an order for specific items, you or an authorized representative from your school's or district's Purchasing Department will send a Zearn a Purchase Order made out to Mimeo, which lists the specific Zearn materials you wish to purchase on behalf of your school or district.

Signature Authorization

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures received by PDF or other electronic format are agreed to be acceptable as original signatures.

By signing the below, the Printed Materials Customer and Zearn agree to the terms of this Agreement.

For Zearn:

Name Shaline Sharma

Title Chief Executive Officer

Signature

A handwritten signature in blue ink, appearing to read 'Shaline', is written over a horizontal line.

Date 07-13-2020

For Printed Materials Customer

Name _____

Title _____

Signature _____

Date _____



Terms and Conditions

This page can also be viewed in:

Select Language ▼

This page explains our terms and conditions of general services, which contain important information about your legal rights. When you use the Mimeo website, you are agreeing to these standard terms. To help make them easier to understand, we have also included annotations above each section. These annotations are not to be included within the official Mimeo company terms and have no legal effect, but are intended to help you better understand the legal provisions.

MIMEO'S TERMS OF SERVICE

1. Effective Date.

This Agreement was last updated on May 23, 2018.

Please read this Agreement carefully. It includes important information about your legal rights, and covers areas such as warranty disclaimers, limitations of liability, the resolution of disputes by arbitration, and waiver. Please note that if you are an EU Consumer (as defined below), some of these provisions may not apply to you and you may be entitled to specific rights under the mandatory laws of the country in which you live.

2. Acceptance of Terms.

Mimeo (as defined below) and its suppliers and designees agree to provide you with access to the sites, and related services ("Services"), on the website and associated domains of www.mimeo.com (collectively, the "Site") and on Mimeo web and mobile applications, subject to your compliance with the terms and conditions set forth below (the "Agreement"). By using the Site and/or placing an Order, you are acknowledging that you agree to be bound by all of the terms and conditions of this Agreement.

If you are a resident of or have your principal place of business in the United States of America or any of its territories or possessions (the "US"), you are agreeing to this Agreement with Mimeo.com, Inc. and are a "US User". Otherwise, you are agreeing to this Agreement with Mimeo Limited ("Mimeo Limited") or Mimeo GmbH ("Mimeo GmbH") and are a "Non-US User". References to "Mimeo", "us", "we" and "our" mean Mimeo.com, Inc. if you are a US User or Mimeo Limited or Mimeo GmbH if you are a Non-US User. If your place of residence or principal place of business changes, the Mimeo entity you contract with will be determined by your new residence or principal place of business, as specified above, from the date it changes.

3. Changes in Terms & Conditions and the Site.

If we ever change our Terms and Conditions in a way that meaningfully reduces your rights, we will give you notice and an opportunity to cancel.

This Agreement outlines the legally binding terms for your use of the Site. We may modify this Agreement from time to time, and will always post the most current version on our Site. If a modification meaningfully reduces your rights, we'll notify you (by, for example, sending you an email or displaying a prominent notice within the Services). The notice will designate a reasonable period after which the new terms will take effect. Modifications will never apply retroactively. You accept the affirmative obligation to periodically review whether or not these Terms & Conditions have changed. By continuing to use or access the Services after any modifications come into effect, you agree to be bound by the modified Agreement and price changes. If you disagree with our changes, then you should stop using the Services and cancel all Services.

Mimeo shall also have the right at any time to: (1) change the Site, including limiting availability of, eliminating, or discontinuing any product, service, or any other content on or feature of the Site; or (2) change any prices, fees or charges related to the Site. Such changes shall be effective immediately upon notice thereof, which may be given by means including but not limited to posting on the Site or transmission via electronic mail. The Mimeo annual base price increase will go into effect January 1st, 2018. Any customers with contractual based volume commitments will not be impacted, in accordance with the terms of their current agreements.

Use of our Site constitutes (1) acknowledgement by you of our modifications, (2) an agreement by you to abide and be bound by this Agreement and its modifications and (3) acknowledgment of our [Privacy Policy](#).

4. Registration.

Make sure your account information is accurate and that you keep your account safe. You are responsible for your account and any activity on it. Also, you need to be at least 13 years old to use a Mimeo Service.

To submit orders you must register with our Site. In doing so, you represent and warrant that you are at least 13 years of age and the information contained therein is truthful and accurate. Your willful provision of inaccurate or unreliable information shall constitute a material breach of this Agreement and be a basis for terminating your Mimeo account.

During the registration process, you will specify your email address and a password (your “Login Credentials”). You are solely responsible in all respects for all use of and for protecting the confidentiality of your Login Credentials. You agree to notify Mimeo immediately of any unauthorized use of your Login Credentials and any other suspected breach of security regarding the Site. You are responsible for changing your password if you believe your password has been stolen or might otherwise be misused. Mimeo has no duty or obligation to verify the identity of a customer and may assume, without independent investigation, that any person who logs on to this Site through your password does so with your consent and approval.

5. User Conduct and Responsibilities.

You are responsible for the content you upload on the Site or print through Mimeo and you vouch to us that it’s okay to distribute as requested. We ask that you follow our rules, laws and regulations and don’t do anything illegal with the Services.

You are responsible for obtaining access to the Site, and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Site.

Your use of the Site is subject to all applicable local, state, national and international laws and regulations.

You represent and warrant that:

- you are an authorized user of this Site.
- any materials you transmit through or otherwise post to the Site are not unlawful material, including without limitation matter that may be construed as invasion of privacy, violation of a right of publicity, a copyright, a patent, or a trademark infringement, and/or theft of trade secret or any other right of a person or party.
- all information that you provide to Mimeo when purchasing product or services on the Site is accurate and complete, including without limitation shipping information.
- you will pay all charges incurred by you or any other members of your account and credit card or other payment mechanism at the prices in effect when such charges are incurred, including any applicable taxes relating to your purchases.
- your use of the Site does not violate any local law or regulation, and you shall be responsible for any such violation(s).

6. User Content.

When you upload content to Mimeo’s Site you still own it. You do, however, give us permission to use it in ways necessary to provide, improve, promote and protect our Services. For example, when you upload a photo, you give us the right to save it and display it on your portal at your direction.

Your User Content Stays Yours. Users of the Services (whether you or others) may provide us with content, including without limitation text, photos, images, audio, video, and any other materials (“User Content”). Your User Content stays yours, except for the limited rights that enable us to provide, improve, promote and protect the Services as described in this Agreement.

7. Suspension, Termination.

To operate effectively and protect the security and integrity of Mimeo, we need to maintain control over what happens on our services.

If you violate any of the terms in this Agreement, Mimeo may suspend or terminate your use of the Site.

8. Making Purchases.

Customers may place Orders on the Site using Mimeo's User Interface.

Mimeo pricing on the Site is determined by each unique Order.

9. Shipping & Handling.

Mimeo sets its shipping and handling charges to cover our direct costs that include labor, freight, and packaging materials. These charges do not include any allocation of overhead costs such as facilities, sales expense, or the cost of general administration.

Mimeo receives preferential pricing from shipping partners due to our volume and location, and these prices are typically much lower than what such partners would offer at retail or to other corporate clients. These prices are the base rate upon which we calculate pricing to our clients. Handling fees cover the costs of packaging materials, shrink wrap, labels and the direct work to package and ship such materials.

All Shipping and Handling charges will be applied to each Order as applicable.

Due to customs taxes that may be incurred during delivery to International locations, additional charges may apply to your order. Shipping delays may occur if local holidays are being observed.

10. Establishing Credit Accounts.

If you complete and return to Mimeo a credit order form, you may obtain services through the Site on account. Mimeo may, at its discretion, set credit limits for you and decline to provide services in excess of such limits. If you obtain services on account you will be invoiced by Mimeo for all services obtained through the Site and shall pay Mimeo such invoiced amount within thirty (30) days of the date of the invoice. All invoiced amounts not timely paid shall accrue interest at a rate of 1.5% per month (or, if lesser, the maximum amount permissible by law).

You may be entitled to receive a discount for each printing job utilizing the Site, in accordance with the discount policies established by Mimeo and in effect from time to time, until such time as the credit order form has been terminated. The credit order form shall be effective as of the date it has been executed by you and accepted by Mimeo and shall continue until terminated by either Mimeo or you, in Mimeo's or your sole discretion, with or without cause. Notwithstanding the foregoing, it is agreed that the provisions regarding your payment obligations to Mimeo will survive any termination of the credit order form.

11. Void Where Prohibited.

Although the Site is accessible worldwide, not all products or services discussed or referenced in or on the Site are available to all persons or in all geographic locations or jurisdictions. Mimeo reserves the right to limit the availability of the Site and/or the provision of any product or service described thereon to any person, geographic area, or jurisdiction it so desires, at any time and in its sole discretion, and to limit the quantities of any such Product or service that it provides. Any offer for any Product or service made on the Site is VOID where prohibited.

12. Site Content and Intellectual Property.

All content on the Site, including but not limited to designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement (the "Site Content"), are the proprietary property of Mimeo or its licensors with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Mimeo's prior written permission, except that the foregoing does not apply to your own material that you legally upload to the Site.

All contents on the Site are: Copyright (c); 1998-2018 Mimeo.com, Inc. or its partners. All rights reserved. Mimeo.com and the Mimeo.com logo are trademarks of Mimeo. All other trademarks are property of their respective companies. All trademarks and registered trademarks are protected by US and international trademark laws.

Nothing in this Agreement shall be construed as conferring any license or right to any Mimeo intellectual property, including without limitation Mimeo's Print-On-Demand, printing, copying, duplication, digital content, collating, assembly, binding, storage, inventory, kitting, and delivery Services, whether by estoppel, implication or otherwise.

13. Privacy Policy and Data Processing Addendum.

We care about the privacy of our users. Our Privacy Policy explains how we collect, used and share your personal information for our own purposes. Use of the Site is governed by our Privacy Policy (<https://www.mimeo.com/privacy-policy/>) which is incorporated by reference as if fully set forth herein.

Data Processing Addendum. You acknowledge and agree that our [Data Processing Addendum](#) are binding on the parties and hereby incorporated by reference. This document explains how we handle, on your instruction, others' personal information you collect using the Services or any of your User Content which contains others' personal information. Be sure to read this carefully.

You Must Comply With Data Protection, Security And Privacy Laws. You agree and warrant that you are solely responsible when using the Services for complying with applicable data protection, security and privacy laws and regulations (including, where applicable, the EU General Data Protection Regulation and the EU e-Privacy Directive/Regulation), including any notice and consent requirements. This includes without limitation the collection and processing by you of any personal data, when you use the Services to send marketing and other electronic communications to individuals and when using cookies and similar technologies.

14. Disclaimer of Warranty; Limitation of Liability.

Mimeo works hard to make our Site great, but the services are provided as-is, without warranties. If something happens as a result of your use of our Site, Mimeo's liability is capped.

THE SITE (INCLUDING ANY CONTENT CONTAINED WITHIN IT), ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SITE, AND ANY SOFTWARE PROVIDED BY MIMEO OR ITS DESIGNEES FOR USE IN CONNECTION WITH THE SITE OR WITH THE PRODUCTS AND SERVICES DESCRIBED ON THE SITE (THE "SOFTWARE"), ARE PROVIDED ON AN "AS IS" BASIS.

Mimeo does not guarantee the results of address verification. Mimeo does not guarantee the shipping cost for International Shipping.

UNDER NO CIRCUMSTANCES SHALL MIMEO OR ITS LICENSORS BE LIABLE TO YOU ON ACCOUNT OF (i) ANY PRODUCT OR SERVICE OFFERED OR SOLD THROUGH THE SITE, OR (ii) YOUR USE OR MISUSE OF OR RELIANCE ON THE SITE. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, (EVEN IF MIMEO OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM ANY PRODUCT OR SERVICE OFFERED OR SOLD THROUGH THE SITE, USE OR MISUSE OF AND RELIANCE ON THE SITE, FROM INABILITY TO USE THE SITE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SITE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY GOODS, SERVICES, INFORMATION, OR ADVICE RECEIVED THROUGH OR ADVERTISED ON THE SITE OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE SITE. THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SITE OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, THE SITE. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

IN NO EVENT SHALL MIMEO'S AGGREGATE LIABILITY, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, (i) ARISING FROM ANY ORDER MADE THROUGH THE SITE EXCEED THE TOTAL PRICE OF SUCH ORDER, or if (ii) ARISING OUT OF OR RELATED TO THE PREMIUM SERVICES EXCEED THE AMOUNTS ACTUALLY PAID FOR PREMIUM SERVICES DURING THE ONE-YEAR PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply to you.

15. Indemnity.

If you do something illegal that gets Mimeo sued, you agree to cover us.

You agree to indemnify and hold Mimeo, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any material you upload to the Site, your use of the Site, your conduct in connection with the Site, or any violation of this Agreement or of any law or the rights of any third party.

You agree to indemnify and hold Mimeo harmless from any claims and to reimburse Mimeo for any fees or expenses that may be assessed (a) as a result of a recipient's address being incorrect, (b) if the package has to be returned to Mimeo due to incorrect address information, and (c) if the package is requested to be reshipped. Any such fees and expenses will be assessed to your account.

A request for Signature Release on any package authorizes Mimeo to deliver your shipment without obtaining a signature and signifies your agreement to indemnify and hold harmless Mimeo from any resulting claims.

16. Miscellaneous.

EU Online Dispute Resolution. If you are an EU Consumer, you can access the European Commission's online dispute resolution platform. Please note that Mimeo Limited and/ or Mimeo GmbH are not committed nor obliged to use an alternative dispute resolution entity to resolve disputes with you.

Entire Agreement. These Terms & Conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

Headings, Titles. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

Waiver, Severability, and Assignment of Terms. The failure of Mimeo to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Mimeo. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. You may not delegate, transfer or assign this Agreement or any of your rights or obligations hereunder without our prior written consent, and any such attempt will be of no effect. We may delegate, transfer or assign this Agreement or some or all of our rights and obligations hereunder, in our sole discretion, to any of our affiliates or subsidiaries or to any purchaser of any of our business or assets associated with the Services, with thirty (30) days prior written notice. If you are an EU Consumer, we will ensure that the delegation, transfer or assignment does not adversely affect your rights under this Agreement.

Statute of Limitations. You and Mimeo agree that any cause of action arising out of or related to this service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. Some jurisdictions may prohibit the shortening of the time period in which a cause of action must be brought. In all such jurisdictions, the applicable time period shall be the minimum allowed by law.

Choice of Law and Forum.

US Users. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law provisions. You and Mimeo agree to submit to the exclusive jurisdiction of the courts of New York County in the State of New York.

EU Consumers. If you are an EU Consumer, you and Mimeo agree that any judicial proceeding arising out of or in connection with this Agreement (including its existence, formation, operation and termination) and/or the Services (including non-contractual disputes and matters) may only be brought in a court with jurisdiction in your place of habitual residence. If you are an EU Consumer and Mimeo wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you habitually reside.

No Conflict. In the event there is a conflict between the terms and conditions of this Agreement and any Order, the terms and conditions contained in this Agreement shall prevail.

Arbitration. Any claim, dispute or controversy arising out of or in connection with or relating to this Agreement or the breach or alleged breach thereof shall be submitted by the parties to arbitration by the American Arbitration Association in the City of New York State of New York, United States of America under the commercial rules then in effect for that Association except as provided herein. The award rendered by the arbitrators shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and judgment on such award may be entered in any court having jurisdiction thereof; provided, however, that nothing in this Paragraph shall be deemed as preventing either party from seeking relief from the courts as necessary to protect either party's name, proprietary information, trade secrets, know how or any other appropriate provisional remedy. The parties shall be entitled to discovery as provided in the Code of Civil Procedure of the State of New York.

Cancellation of an Order. You may cancel any order placed with Mimeo provided that Mimeo receives the cancellation prior to the shipment of your order. You agree that you will be responsible for all charges related to work performed by Mimeo prior to the receipt of your cancellation, which will include the entire cost of your order (excluding shipping) in the event that Mimeo has commenced production prior to the receipt of your cancellation. If You wish to cancel an order, please contact Mimeo Customer Service.

Export Controls. You are responsible for complying with all applicable United States laws, rules and regulations relating to export compliance. Without limiting the generality of the foregoing, You shall ensure that all of your content or data is not subject to U.S. export controls, or, to the extent any such content or data is subject to export controls, You will so notify Mimeo immediately and You will implement all necessary security and access measures required to comply with all applicable U.S. laws, rules and regulations. You further represent and warrant that You are not yourself subject to export restrictions imposed by any such laws, rules and regulations.

Use of Promotional Codes. Mimeo may from time to time make promotional codes available to specific users for the purpose of providing certain discounts or other special offers. These codes have not been authorized by Mimeo for general public use. By using a Mimeo promotional code, You represent and warrant that You have been authorized by Mimeo to utilize the promotional code. Mimeo reserves the right to refuse any and all use of a promotional code due to unauthorized use or any other misuse. In addition, You understand that you will be charged for the cost of your order in the event that You have violated these terms.

Modifications. We may modify this Agreement from time to time, and will always post the most current version on our site. If a modification meaningfully reduces your rights, we'll notify you (by, for example, sending you an email or displaying a prominent notice within the Services). The notice will designate a reasonable period after which the new terms will take effect. Modifications will never apply retroactively. By continuing to use or access the Services after any modifications come into effect, you agree to be bound by the modified Agreement and price changes. If you disagree with our changes, then you should stop using the Services and cancel all Services.

Translation. This Agreement was originally written in English. We may translate this Agreement into other languages. In the event of a conflict between a translated version and the English version, the English version will control except where prohibited by applicable law.

 **Call 1.800.GoMimeo (1.800.466.4636) for 24/7 Customer Care. International Customers Please Call +1.901.566.5509**

About Mimeo

Mimeo is the innovator of online managed content distribution and printing. Our global footprint and cloud based platform provide customers the simplest way to create, manage, and distribute content and materials they rely on to do business. We measure success on our ability to delight customers by delivering ease of use, speed, quality and value. Mimeo has delivered on this mission for more than 50,000 organizations, small businesses, and Global 2000 companies in over 140 countries.

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