

VIRGINIA BLUE STAR PRINTING AND CONSULTING LLC STANDARD TERMS AND CONDITIONS

- 1. ELECTRONIC COMMUNICATIONS:** Visiting WWW.VABLUESTAR.COM or sending emails to Virginia Blue Star Printing and Consulting LLC constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.
- 2. YOUR USE OF OUR WEBSITE:**
 - a. BY CONTINUING TO USE WWW.VABLUESTAR.COM, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL REVISIONS THEREOF.
 - b. Our Website and the Content are intended solely for your personal, non-commercial use. You may download or copy the Content and/or other downloadable materials displayed on the Website for your personal use only; provided that you also retain all copyright, trademark and other proprietary notices contained in the material, do not modify or alter the material and do not copy or post the material on any network computer or broadcast the material in any media.
 - c. It is strictly prohibited to modify, transmit, distribute, reuse, repost, "frame" or use the Content for public or commercial purposes without written permission from an authorized representative.
 - d. It is also strictly prohibited to download any images of our products which appear on our website. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying.
 - e. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the Website or any related intellectual property.
 - f. You agree that if we, in our sole discretion, request in writing that you remove any link or links to our website, you will promptly do so and at any time, terminate your access to and use of our website, or any part thereof, with or without notice.
- 3. PRICE AND PAYMENT TERMS:**
 - a. Written estimates/quotes are good for 30 days. Any estimates/quotes not accepted within 30 days may be changed.
 - b. All prices and amounts shown on this site are in U.S. Dollars (USD), unless otherwise noted. If you submit a request on the site to purchase printed goods, mailing services, design services or other services, you agree that all charges, taxes and shipping/handling fees will automatically be charged to the credit card or paid by you with an approved payment method.
 - c. We require each order to be paid in full, including shipping and handling fees, if applicable, before we start an order. We will not start working on a print job until we receive the full payment.
- 4. INTELLECTUAL PROPERTY :**
 - a. The intellectual property rights in or relating to the content of any notes, messages, e-mails, postings, letters, ideas, suggestions, concepts or other written materials which you submit or communicate to Virginia Blue Star Printing and Consulting LLC (excluding the Content) will automatically be deemed to be assigned, granted and transferred by you to Virginia Blue Star Printing and Consulting LLC upon their submission or communication to Virginia Blue Star Printing and Consulting LLC, and you agree that the same will automatically become the property of Virginia

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Blue Star Printing and Consulting LLC and that Virginia Blue Star Printing and Consulting LLC shall be entitled to use, exploit, copy, publish, implement, transfer and in all other ways deal with such materials and all of the intellectual property rights therein in any way and for any purpose Virginia Blue Star Printing and Consulting LLC may elect, forever.

- b. All other trademarks used or referenced to in this website are the property of their respective owners. Virginia Blue Star Printing and Consulting LLC reserves the right to use all products distributed by Virginia Blue Star Printing and Consulting LLC in advertising, promotional literature, displays, and sample programs.
 - c. You retain all ownership rights to your content. However, by submitting Content to Virginia Blue Star Printing and Consulting LLC, you grant Virginia Blue Star Printing and Consulting LLC a nonexclusive, worldwide, transferable license to copy, crop, reproduce, publicly display, and distribute your Content. If your Content is uploaded as a design for products available, you grant the additional rights set forth in the Non-Exclusive License Agreement.
5. **USE OF ARTWORK:** You understand and agree that Virginia Blue Star Printing and Consulting LLC license photos and other artwork, hereinafter referred to as Images, from various Licensors and/or Copyright Holders. We are licensed to use the Images as permitted in their respective license(s). These Images are used in our design online templates, hereinafter referred to as Templates. You are required to comply with the limitations on how the Images and/or Templates can be used.
6. **WARRANTY OF OWNERSHIP AND NON-INFRINGEMENT:**
- a. You represent and warrant that you are the owner of the content which you submit and that the content does not infringe upon the property rights, intellectual property rights (copyrights and trademarks) or other rights of others.
 - b. You also represent that there are no outstanding disputes in connection with the property rights, intellectual property rights or other rights in the content or any parts of the content.
7. **PROOFREADING:**
- a. Proofread carefully!
 - b. If you are supplying the digital artwork for your printing, please be sure to run spell-check prior to submitting them to print. Make certain that your files do not contain spelling typos or any other typographical errors (paying special attention to phone numbers, addresses, etc.).
 - c. If Virginia Blue Star Printing & Consulting LLC is designing the artwork for your project, you will be sent a digital soft proof (PDF) prior to printing. Please check your proof carefully and make no assumptions that anything is correct.
 - d. We will let you know if we happen to spot any typos or significant grammatical errors that we find during the inspection process.
 - e. Reprints due to typographical errors of any kind after your approval are solely at customer expense.
8. **COLOR ACCURACY:**
- a. Virginia Blue Star Printing and Consulting LLC will replicate color from submitted print-ready files as closely as feasible but cannot exactly match color and density. CMYK color results are highly subjective and dependent on numerous factors including your supplied files and design. Because of fundamental limitations with the printing process, as well as adjacent image color requirements, the accuracy of color reproduction is not guaranteed. By placing an order with Virginia Blue Star Printing and Consulting LLC you agree to this limitation. We will try our best to match the gradient density of each color, but we accept no liability for color discrepancies between submitted files and the final printed piece.

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- b. Under no conditions will a reprint be honored for color variants that have occurred during the printing process. Application of UV coating may affect or change the look of the printed colors. We are not liable for the final color appearance of a UV coated product.

9. COLOR PROOF ACCURACY:

- a. Screen proofs will predict design layout, text accuracy, image ratio and placement, but not color or density.
- b. Please note that although color proofs supplied to the customer are highly calibrated and very accurate, they cannot match the final printed product 100%. This is due to the fact that proofs are created in a different way than the printed piece (toner, ink, paper stock, registration, line screens, etc.)
- c. Additionally note that the customer proof may not closely match our proofs or the printed piece either for the same reasons, and because the customer supplied proofs are not calibrated to our presses.
- d. We are not liable for color matching or color density on screen proofs that you approve.

10. PREPRESS PROOFS:

- a. An online proof will be created after you upload your files. It is the customer's duty to proof the file and check for any discrepancies or errors. Your print job will not be sent to press without your authorization. Once you have authorized the proof and submitted your print job, you will be unable to make any additional modifications. **We are not liable for delays in the order caused by customer's non-approval of the proof.**
- b. An online proof is not an exact color reproduction of your final printed piece but is the last chance for you to verify the layout, bleeds, crops and final text. Electronic proofs do not show transparency and overprint problems, nor do they show color change from RGB or Pantone to CMYK.
- c. The proof should be considered as separate from the initial submitted file and carefully checked prior to authorization. It should be examined compared to the original file for potential errors in layout, copy, spacing, punctuation or image placement. Customer is fully accountable for all that is covered in the final authorized proof.

11. **OVERRUNS/UNDERRUNS:** Virginia Blue Star Printing and Consulting LLC will typically deliver the exact quantity of printed products rounded to the nearest whole 50 (order 1003, charge 1050) ordered plus 5-10% additional quantity. There is no additional charge for any overs or credits for unders (shortage less than 10%). The generally accepted trade practice is plus or minus 10%. If you must have a definite number of pieces (i.e., mailing) we greatly recommend you order an ample quantity of pieces to set aside for the +/- 10% and the waste that occurs during the inkjet/laser mailing process. For example, if you have a 5,000-piece mailing you should order 5,500 pieces. Any disputes about the quantity you received will be determined by the shipping weight of the product you ordered.

12. PRODUCTION SCHEDULE:

- a. Printing turnaround timetable starts once your order has been placed and your print-ready files have been uploaded to your account, attached to your printing job, and approved for printing.
- b. **Printing turnaround time begins when we receive approval for your proof and full payment has been made.**
- c. For printing jobs that do not have accepted files or those deemed not print-ready, printing turnaround begins when we have your print-ready file(s), not from when the order was first submitted.
- d. Although we make every possible effort to turn jobs around in the estimated times offered, your job may require more time due to unforeseeable or uncontrollable circumstances or finishing services added onto the job. We will

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not credit customers if a job runs past the estimated turnaround time. Production times are an approximation, not a guarantee!

- e. Production times will be expanded throughout any Holiday Closure we have. Please recognize that any order in production during a holiday or placed on the holiday will be pushed by 1 day minimum.
- f. In the event of inclement weather, production schedules will be delayed until deemed safe to return to work. Any delays incurred will not count within the scope of production.
- g. Please note that Virginia Blue Star Printing and Consulting LLC is closed Saturdays, Sundays and Holidays. As a result, these periods are not counted when estimating printing turnaround time. Additionally, while production turnaround includes printing, cutting, and binding, it does not include design, mailing, or shipping transit times, please allow additional business days for transport based on the shipping method you selected.
- h. The estimated production time is based on the average amount of hours or days that a print job is finished under ordinary circumstances, excluding Saturdays, Sundays and holidays.

13. **BUSINESS HOURS:** Customer Service is available 9 AM to 5 PM EST Monday through Friday (Jan-July, Nov and Dec M-F 9am-5pm EST; Aug-Oct M-Sat 8:30am-6pm EST) by phone and through the website chat function. This does not apply to holidays during which the business is closed. Quote requests are typically responded to within 2-4 hours during our normal business hours. If after business hours, you will receive your quote the next business day before 12pm.

14. **ORDER CANCELLATION POLICY:** Jobs cannot be stopped / canceled once they are in "Approved" status. If you have placed an order and wish to try to cancel, please contact customer service immediately.

15. SHIPPING:

- a. Virginia Blue Star Printing and Consulting LLC cannot be held responsible for damage incurred during shipping. Any charges related to expedited orders, such as rush printing or shipping, are non-refundable for defective products unless UPS delivers a defective product or fails to deliver an order.
- b. All shipping is currently done via UPS, with the exception of some large freight shipments and yard signs.
- c. When choosing a shipping option, consider that the projected shipping travel time is based on the number of business days in transit and does not include weekends, holidays or the day the package is picked up by UPS.
- d. Shipping transit times vary, and Virginia Blue Star Printing and Consulting LLC assumes no responsibility for delays caused by shipping carriers, weather or any damages resulting from the failure to receive a job on time. Your order may arrive late due to unforeseen delays in delivery service, the breakdown of equipment, illness, etc. Virginia Blue Star Printing and Consulting LLC liability is restricted to preparing your order and delivering it to UPS for shipping.
- e. Virginia Blue Star Printing and Consulting LLC is not liable for damages that occur in shipping.

16. RETURN POLICY:

- a. Virginia Blue Star Printing and Consulting LLC focuses on providing all our clients with the best possible printing experience and products. If for any reason you are not completely satisfied with your order, please promptly contact customer service. All defects / order issues must be reported to Virginia Blue Star Printing and Consulting LLC within 5 business days of receiving your order.
- b. If we are responsible for any defective printing, reprints on defective print orders, or mutually agreed-upon partial discount will be given. This policy does not cover any grammatical errors or any other issues in regard to client supplied artwork. Only print or in house design work performed by Virginia Blue Star Printing and Consulting LLC.

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- c. Determination of order defects is at the discretion of management. Client will be requested to submit digital photos to document the product's defects. In some cases, Client will be required to ship defective product(s) back to Virginia Blue Star Printing and Consulting LLC at their own expense and in an agreed upon reasonable time frame. In cases where the order is required to be shipped back to Virginia Blue Star Printing and Consulting LLC at Client expense, Virginia Blue Star Printing and Consulting LLC may reimburse Client for shipping if a defect is determined to exist.
- d. Turnaround time and shipping options for reprinted orders varies due to available production capacity and are at the manager's discretion.
- e. Direct mail services are not subject to the above stated standard return policies and will be evaluated on a case-by-case basis for potential refunds or reprints.
- f. All policies are subject to change without prior notification.

17. **SALES TAX POLICY:** Virginia Blue Star Printing and Consulting LLC charges sales tax to orders received from within the Commonwealth of Virginia, unless you are tax exempt. If you are tax exempt, you must submit your reseller's certificate prior to placing an order.

18. MAILING SERVICES:

- a. Virginia Blue Star Printing and Consulting LLC is accountable for collecting postage from you, scheduling your job to mail and giving your mailing payment to U.S. Postal Service (USPS). Our obligations end when USPS accepts your mailing from Virginia Blue Star Printing and Consulting LLC. We can provide a proof of mailing statement (3600 for first class mail, 3602-R for standard class and 3602-NP for the Non-Profit mail) as USPS makes each available to us (typically within 24 - 48 hours of the order's drop date). Lost mail, non-delivered mail and mail-transit time are the responsibilities of the USPS and we cannot be held liable for any of these issues. USPS will not give a refund on postage for non-delivered mail.
- b. Virginia Blue Star Printing and Consulting LLC is not responsible for, nor do we guarantee a response to your mailing.
- c. If there is an issue with your order and Virginia Blue Star Printing and Consulting LLC is found to be at fault, we will only accept liability up to the cost of goods and services provided. This does not include any postage cost. By using our services, you release us from liability for any loss of revenue, business or implied damages.

19. LIMITATION OF LIABILITY:

- a. Virginia Blue Star Printing & Consulting LLC is not liable for any damages resulting from unwitting violation of copyright laws or illegal use of trade names or slogans.
- b. Due to the national paper emergency, we retain the right to substitute paper based on availability. In the event we do substitute paper, you will receive a comparable or better grade paper, but exact paper specifications are in no way guaranteed.
- c. Virginia Blue Star Printing and Consulting LLC cannot be held liable for delays in the order caused by customer's non-approval of the proof.
- d. Virginia Blue Star Printing and Consulting LLC is not liable for errors in a final product caused by any of the following reasons: Misspelling, Graphics, Bleeds, Grammar, Damaged Fonts, Punctuation, Wrong Cuts, Incorrect or Missing Folds, Die Lines, Crop Marks, Transparency, Overprint, Cracks on Folds, Finished Product Size. Virginia Blue Star

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Printing and Consulting LLC does not make any changes on customer files without reissuing a digital proof restarting the approval process.

20. RIGHT OF REFUSAL:

- a. Virginia Blue Star Printing and Consulting LLC reserves the right to use its sole discretion in refusing to print anything it deems improper. Under these Terms and Conditions, you agree that you will NOT upload any artwork files containing of the ensuing material: offensive, indecent or improper material, any material that could give rise to any civil or criminal liability under applicable law; and any material that could infringe rights of privacy, publicity, copyrights or other intellectual property rights without the permission of the owner of these rights and the persons who are shown in the material if applicable.
- b. Virginia Blue Star Printing and Consulting LLC will refuse an order, which in our opinion may be illegal in nature or an infringement on the rights of any third party.
- c. Additionally, we reserve the right to refuse service or products to any person or organization.

21. INDEMNIFICATION:

- a. The customer shall indemnify and defend and hold Virginia Blue Star Printing and Consulting LLC harmless from any liability, loss, claim and expense (including attorneys' reasonable fees) related to your violation of this agreement. In the event that a charge, claim or demand, or arbitration, action or proceeding (collectively, a "Claim") is made or commenced against Virginia Blue Star Printing and Consulting LLC based upon, relating to or arising from the alleged wrongful acts of the customer, or alleging that the printing performed, or product produced by Virginia Blue Star Printing and Consulting LLC ordered by the customer:
 - i. infringes any copyright, patent or other proprietary right of any person.
 - ii. contains matter that is libelous, slanderous, defamatory, scandalous or obscene,
- b. You specifically agree to defend, indemnify, and hold us harmless from any and all claims arising from the improper use of trademark, copyright, or other protected material, including but not limited to the use of a union bug.
- c. The client guarantees the legal title of all matter submitted to Virginia Blue Star Printing & Consulting LLC for printing and/or publication and indemnifies Virginia Blue Star Printing & Consulting LLC against any such claims.

22. **COMPLIANCE WITH LAW:** Each party shall comply with all state, federal and local laws and regulations relevant to its operations and performance under this agreement.

23. **GOVERNING LAW:** The Order and this Agreement shall be governed by the laws of the Commonwealth of Virginia, without reference to conflicts of law principles. Any legal suit, action or proceeding arising out of or relating to an Order or this Agreement shall be commenced in a federal court in Virginia or in state court in the County of Pulaski, Virginia and the appellate courts thereof, and each party irrevocably submits to the exclusive jurisdiction and venue of any such court. The parties expressly waive any right to a jury trial and agree that any such litigation shall be tried by a judge without a jury and the prevailing party shall be entitled to recover its expenses, including reasonable attorney's fees, from the other party.

24. **FORCE MAJEURE:** Neither party will be liable for any failure to perform or delay in performance of this agreement to the extent that any such failure arises from any situation not within the sensible control of the party affected, including without limitation, acts of God, war, civil insurrection or disruption, riots, government act or regulation, strikes, lockouts, material shortages, significant fluctuations in raw material markets, unusual price instabilities, labor shortages or disruptions, cyber or hostile network attacks, inability to obtain raw or finished materials, or inability to secure transport.

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25. **ENTIRE AGREEMENT:** Virginia Blue Star Printing and Consulting LLC may change, modify, add or remove portions of this policy at any time, and any changes will become effective immediately upon being posted unless otherwise stated.

This policy was updated on 20 July 2022.