

FDC Graphic Films, Inc. Sign Portal™ Terms of Use Agreement

These Terms of Use constitute a legally binding agreement made between FDC Graphic Films, Inc. ("FDC") and its users (collectively, "Accessor") concerning access to FDC's non-public website(s) known as the FDC Sign Portal™ ("Portal"). FDC may from time to time agree to allow Accessor to communicate and conduct commerce with FDC, subject to the following terms and conditions and all applicable laws.

Accessor is responsible for managing its company users and their access permissions.

Accessor agrees that by accessing the Site, each user has read, understood, and agreed to be bound by all Terms of Use. If Accessor does not agree with all these Terms of Use, then they are expressly prohibited from using the Portal and must discontinue use immediately.

Supplemental Terms of Use or documents that may be posted on the Portal from time to time are hereby expressly incorporated herein by reference. FDC reserves the right, in its sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason.

FDC Sign Portal Website Access and Usage

Access to all or portions of the Portal may be limited by various passwords, digital certificates, or other security techniques (collectively, "Security Systems"), which will be made available to Accessor by FDC. Security Systems require identification of specific people or systems which will be accessing the Portal on Accessor's behalf. Accessor agrees to advise FDC promptly if there is any change in the list of people or systems who have such authority to access the systems on Accessor's behalf. Accessor agrees that FDC may conclusively assume that any party (other than FDC) accessing the Portal using these Security Systems is acting on the authority of Accessor's company. Accessor further agrees and acknowledges that it is solely responsible for access to, and use or misuse of, the Portal via these Security Systems. Usage of the Portal by Accessor is governed by the terms and conditions of this Agreement.

FDC Sign Portal Website Content and Availability

FDC reserves the right to modify, delete or add content to the Portal, limit access or terminate the Portal at any time.

Confidentiality

Accessor may be given access to certain FDC information and data via the Portal not generally available to the public. This includes price or cost data, security systems including username and passwords, plus any other information shown on the Portal that is specifically designated by FDC as confidential, hereinafter referred to as "Confidential Information". Such Confidential Information shall not include information which is:

- In or becomes part of the public domain other than by disclosure by Accessor in violation of this Agreement;
- Independently developed by Accessor with no use of the Confidential Information provided under agreement;
- Obtained by Accessor from third parties without a duty of confidentiality;
- Required to be disclosed by law, statute or regulation, provided, that wherever practical Accessor shall provide FDC with prior notice of such required disclosure and an opportunity to attempt to limit such disclosure.

Accessor agrees to not disclose Confidential Information to any third party and will use the Confidential Information only for the purpose of doing business with FDC. FDC shall be entitled to injunctive relief to enforce Accessor's compliance with the obligations contained in paragraph 3 hereof. It is understood and agreed that FDC will have an adequate remedy at law if such obligations are not complied with.

Intellectual Property Rights

Unless otherwise indicated, the Portal is FDC's proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by FDC or licensed to FDC, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions.

The Content and the Marks are provided on the Portal "AS IS" for your information and company use only. Except as expressly provided in these Terms of Use, no part of the Portal and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that Accessor is eligible to use the Portal, they are granted a limited license to access and use the Portal and to download or print a copy of any portion of the Content to which you have properly gained access solely for your company's use. FDC reserves all rights not expressly granted to you in and to the Portal, the Content and the Marks.

Liability

While FDC will use reasonable commercial efforts to include accurate and up to date information on the Portal, FDC assumes no liability or responsibility for any errors and omissions in content. FDC shall not be liable for damages of any kind, whether direct, indirect, consequential, or exemplary, resulting from Accessor's use or inability to use the Portal. Further, FDC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO INFORMATION CONTAINED ON THE PORTAL OR THE AVAILABILITY OF ACCESS TO THE PORTAL.

Term and Termination

This Agreement becomes effective upon the Effective Date which is the date that FDC confirms your company's password and username. This agreement can be terminated by either party upon written notice to the other party, or immediately for cause, misuse, change in terms of use policy or discontinuation of Portal access or service. Access to any one feature or type of information available may be terminated by FDC at any time without prior notice, written or otherwise.

Modifications and Interruptions

FDC reserves the right to change, modify, or remove the contents of the Portal at any time or for any reason at our sole discretion without notice. We also reserve the right to modify or discontinue all or part of the Portal without notice at any time.

FDC will use all reasonable means to ensure the availability of the Portal. FDC cannot guarantee the Portal will be always available. We may experience hardware, software, or other problems or need to perform maintenance related to the Portal, resulting in interruptions, delays, or errors.

Governing Law

This Agreement shall be governed by and construed under the laws of the State of Indiana in the United States of America. Failure of either party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision nor of the right to enforce such provision.