

MyGBS TERMS AND CONDITIONS

GBS Corp. ("GBS") provides this website to you (the "Customer") subject to the following Terms and Conditions (the "Terms" or "Agreement"). These Terms constitute an agreement between you and GBS and govern your use of the GBS Print and Marketing Services Portal, its MyGBS website, and all accompanying services (collectively the "MyGBS Portal"). Your initial access to and/or continuing use of the MyGBS Portal is conditioned on your acceptance and compliance with these Terms. By accessing and/or using the MyGBS Portal, you agree that you both understand and agree to be bound by these Terms. The GBS Print and Marketing Services Portal, also referred to as MyGBS Portal, are provided as a service to customers of GBS for the purpose of facilitating the management and deployment of customer specific print and marketing services items. These print and marketing services items can include access to both orderable and non-orderable items such as, printed material, promotional materials, electronic document delivery, and personalized print on demand, video, data, item download, third party links, and reporting.

I. USE OF THE MyGBS Portal.

By accessing the MyGBS Portal, you warrant and represent to GBS that you are legally entitled to do so and to make use of information made available via the website.

The MyGBS Portal is made available for Customer and its authorized users defined as current employees and other users that Customer authorizes for the purpose of conducting business. The information and materials on this site and all related logos, products and services are included at the direction of Customer.

GBS shall use commercially reasonable efforts to provide the MyGBS Portal. GBS expects to conduct its standard maintenance and other standard systems administration services during non-business hours (business hours are Monday through Friday, 7:00 a.m. to 8:00 p.m. EST) and on weekends. Where possible, GBS will attempt to provide Customer with one (1) day notice prior to service interruptions due to maintenance during business hours. You cannot establish a link or frame to any content nor incorporate into another website or other service any intellectual property of GBS or its licensors without the prior written permission of GBS or as specifically outlined in these Terms.

The names of other products and services referred in the MyGBS Portal may be the trademarks of other owners. You agree not to use any trademark or service mark appearing on the MyGBS Portal without the prior written consent of the owner. All content on the MyGBS Portal except content supplied by Customer (unless otherwise noted) is the property of GBS.

You agree not to use the MyGBS Portal to violate the copyright, trademark, or other intellectual property right(s) of any person or other entity. By submitting material to the GBS for inclusion in the MyGBS Portal, you represent you are the rightful owner of the material or are making your submission with the explicit consent of its rightful owner.

II. PRIVACY.

GBS will not provide access to, disclose or show Customer's content or data with anyone other than authorized GBS personnel or Customer's personnel without your written consent.

III. USE OF ACCOUNT AND PASSWORD.

In using the MyGBS Portal, your users have the option to create an account and password. You are solely responsible for safeguarding the password that your users create and use to access the MyGBS Portal and for any activities or actions under such passwords. GBS cannot and will not be liable for any loss or damage arising from your users misuse of their passwords and/or their failure to safeguard such passwords.

IV. EXTERNAL LINKS AND CONTENT.

External links may be used on the portal at Customer's direction, but they are beyond the control of the GBS and no representation is made as to their content. Use or reliance on any external links and the content thereon provided is at Customer's sole risk.

V. FEES.

All fees associated with the use of GBS Print and Marketing Services Portal is outlined in the GBS Print and Marketing Services Fee Schedule.

VI. WARRANTIES.

GBS DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, OR NON-INFRINGEMENT.

GBS makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the MyGBS Portal other than as expressly contained herein. While we try to insure that all customer content is accurate and up to date, we cannot promise that there will not be discrepancies in your portal content and you agree not to hold GBS responsible for inaccuracies in the portal. You are fully responsible for its content and for ensuring that its content is accurate.

VII. ALERTS DISCLAIMER.

Customer understands and agrees that any alerts provided to you through the MyGBS Portal may be delayed or prevented by a variety of factors. GBS does its best to provide alerts in a timely manner with accurate information. However, it neither guarantees the delivery nor the accuracy of the content of any alert. You also agree that GBS shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

VIII. DISCLAIMER OF LIABILITY.

Your access to and use of the MyGBS Portal or any content contained therein is at your own risk. You agree that the MyGBS Portal is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, GBS shall not be responsible for and disclaims all liability

for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party (including your company), as a result of or which may be attributable, directly or indirectly, to your access and use of the MyGBS Portal, any information contained on the website, your company's personal information or material and information transmitted over our system. In particular, neither GBS nor any third party or data or content provider shall be liable in any way to you or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any information or the transmission thereof, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GBS AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE MYGBS PORTAL OR PRODUCTS PURCHASED USING THE MYGBS PORTAL; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE MYGBS PORTAL, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE MYGBS PORTAL; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT GBS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IX. COPYRIGHT POLICY.

GBS will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to it. If you believe that your content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

GBS reserves the right to remove content alleged to be infringing without prior notice and at our sole discretion. In appropriate circumstances, GBS will also terminate a user's account if the

user is determined to be a repeat infringer. Our designated copyright agents for notice of alleged copyright infringement appearing on the MyGBS Portal are:

Kyle Gaul
Brennan, Manna & Diamond, LLC
330-253-2056
klgaul@bmdllc.com

Michel Benson
GBS Corp
330-494-5330 ext. 3262
MicheleB@gbscorp.com

Pat Barnhill
GBS Corp
216-447-1625 ext.1108
patb@gbscorp.com

X. INDEMNITY.

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD GBS AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES) ARISING FROM OR IN CONNECTION WITH: (i) YOUR BREACH OF THESE TERMS; (ii) YOUR VIOLATION OR ALLEGED VIOLATION OF ANY STATE OR FEDERAL LAWS OR REGULATIONS; AND/OR (iii) YOUR VIOLATION OR ALLEGED VIOLATION OF ANY THIRD PARTY'S RIGHTS, INCLUDING BUT NOT LIMITED TO, INFRINGEMENT OF ANY COPYRIGHT, VIOLATION OF ANY PROPRIETARY RIGHT AND/OR INVASION OF ANY PRIVACY RIGHTS. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

XI. NOTICE AND COMMUNICATIONS.

Except as otherwise provided in this agreement, all notices related to the MyGBS Portal, including maintenance and new software releases, will be sent to Customer's designated contact(s) at the physical and/or email address listed in our records. You agree that we may send or provide by electronic communication any notice, communication, or disclosure required.

XII. CONFLICT OF TERMS.

These Terms constitute the entire and exclusive agreement between GBS and Customer regarding the MyGBS Portal. These Terms supersede and replace any prior agreements between GBS and Customer regarding the MyGBS Portal.

GBS may revise these Terms from time to time; the most current version will always be at www.gbscorp.com. If the revision, in GBS's sole discretion, is material, GBS will notify you through an email to the email associated with your account. By continuing to access or use the

MyGBS Portal after those revisions become effective, you agree to be bound by the revised Terms.

XIII. SEVERABILITY.

Any provision of any relevant terms and conditions, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to being void, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as void and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect.

XIV. CHOICE OF LAW, VENUE, AND FORUM.

Use of this website shall in all respects be governed by the laws of Ohio without regard for its choice of law provisions. The parties agree that the courts located in Portage County, Ohio, shall have exclusive jurisdiction over all controversies arising under this Agreement or there subject matter thereof. The parties both consent to and agree that venue is proper in said courts.

IN WITNESS WHEREOF, the parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

GBS CORP.:

CUSTOMER:

By: _____

By: _____

Its: _____

Its: _____