

Advertiser Terms & Conditions

Digital To Print Marketing, LLC

Version: 07/17/26

Digital To Print Marketing, LLC ("DTPM"), located at PO Box 641021, Beverly Hills, FL 34465, is governed by the Laws and Regulations of the State of Florida. These Advertiser Terms & Conditions apply to all advertising campaigns, invoices, campaign orders, advertising placements, print campaigns, direct-mail campaigns, digital-to-print campaigns, and related services provided by DTPM. "Advertiser" refers to the company, person, or organization purchasing advertising services from DTPM, including the party identified on an invoice, campaign order, advertising agreement, or other written approval.

Campaign Order

The applicable invoice, campaign order, advertising agreement, approved campaign, or other written approval is by and between Digital To Print Marketing, LLC and Advertiser. Unless otherwise agreed to in writing, the following Terms & Conditions shall apply.

Copy Approval

All Advertiser copy shall be approved through the execution of a written release of proof, email approval, text message approval, digital approval, or other written confirmation accepted by Digital To Print Marketing, LLC prior to incorporation into the listed Campaign and subsequent delivery. If Digital To Print Marketing, LLC does not receive timely notice of corrections, Digital To Print Marketing, LLC shall assume that the final proof is correct, and that the ad will be published as it appeared on the final proof.

Publication after the opportunity for copy corrections is at Advertiser's risk as long as copy is printed as approved or corrected by Advertiser. Advertiser will be charged for copy, layout, or art charges to the final proof except those resulting from the errors of Digital To Print Marketing, LLC.

Rates, pricing, campaign quantity, and campaign scope are based on the accepted invoice, campaign order, advertising agreement, or approved campaign. Any change to pricing, campaign quantity, mailing schedule, or campaign scope must be agreed to in writing by Digital To Print Marketing, LLC and Advertiser.

Payment Terms

All payments for advertising, as set forth in the applicable invoice, campaign order, advertising agreement, or approved campaign, shall be in advance no later than upon receipt of invoice. Payments shall be paid by check, credit card, debit card, ACH transfer, wire transfer, or another payment method approved by Digital To Print Marketing, LLC.

Any NSF payments will result in Advertiser being charged an additional \$50.00 and replacement payment may be required by certified check, wire transfer, or other guaranteed funds.

Costs of Collection

In the event Digital To Print Marketing, LLC places Advertiser's account, invoice, campaign order, advertising agreement, or approved campaign in the hands of an attorney or collection agency for collection, Advertiser agrees to reimburse Digital To Print Marketing, LLC for its reasonable expenses and attorney's fees. In addition, Advertiser shall pay interest at the rate of 1.5% per month upon the balance due and payable from the date of default if allowed by law, or, if not allowed, then the maximum rate of interest permissible under law.

Cancellation / No Refunds

Due to the custom nature of print advertising, direct-mail advertising, campaign planning, creative preparation, advertising space reservation, production scheduling, printing, mailing, fulfillment, and related services, all sales are final and no refunds will be issued.

Advertiser understands and agrees that once payment is made, advertising space is reserved, artwork is prepared, proofs are created, production is scheduled, or any campaign work begins, Advertiser is responsible for the full amount of the applicable invoice, campaign order, advertising agreement, or approved campaign.

Cancellation by Advertiser does not relieve Advertiser of payment obligations and does not entitle Advertiser to a refund, credit, or offset unless expressly agreed to in writing by Digital To Print Marketing, LLC.

If cancellation is requested at time of proof approval, Advertiser remains liable for all graphic, copy, layout, campaign preparation, and production charges incurred. Thereafter, Advertiser will be liable for payment of 100% of the applicable invoice, campaign order, advertising agreement, or approved campaign amount.

No refunds will be issued for cancellation, change of mind, failure to provide materials, failure to approve proofs in a timely manner, dissatisfaction with campaign response, or lack of

leads, sales, calls, website visits, or return on investment.

Liability of Digital To Print Marketing, LLC

Advertiser agrees that Digital To Print Marketing, LLC's liability hereunder is limited to timely production and mailing. Digital To Print Marketing, LLC is not liable for delays in the delivery and/or non-delivery in the event of any Act of God or any condition beyond Digital To Print Marketing, LLC's control affecting production and delivery in any manner.

Digital To Print Marketing, LLC disclaims all warranties of any kind, express or implied, with respect to all advertising and services provided to Advertiser, including but not limited to all implied warranties of merchantability and fitness for a particular purpose, and disclaims all obligations and liability for damages, including but not limited to special, indirect, or consequential damages in connection therewith, whether or not it has been advised of the possibilities thereof. In no event shall Digital To Print Marketing, LLC's liability under any invoice, campaign order, advertising agreement, approved campaign, or otherwise exceed amounts received by it from Advertiser hereunder.

Advertiser understands that Digital To Print Marketing, LLC does not guarantee any specific advertising results, including but not limited to leads, calls, website visits, sales, customers, conversions, revenue, or return on investment.

Make-Good for DTPM Error

If Digital To Print Marketing, LLC determines that a material production, printing, or mailing error was caused solely by Digital To Print Marketing, LLC or its fulfillment partner, Digital To Print Marketing, LLC's sole responsibility will be, at Digital To Print Marketing, LLC's discretion, to provide a reasonable correction, replacement, reprint, remail, advertising credit, or make-good placement. No cash refunds will be provided.

Copyright Ownership

If and only to the extent that any custom artwork is provided by Digital To Print Marketing, LLC, the parties agree that the advertisements created pursuant to the applicable campaign are "Artwork Made for Hire" and that Digital To Print Marketing, LLC has the right to copyright the advertisements in the name of Digital To Print Marketing, LLC and is owner of all rights and privileges attendant thereto.

Such advertisements cannot be reproduced without the prior written approval of Digital To Print Marketing, LLC. All advertisements are accepted and published by Digital To Print

Marketing, LLC on the representation that Advertiser and/or advertising agency are authorized to publish the entire contents and subject matter thereof.

All copy, text, images, logos, trademarks, illustrations, offers, and claims are subject to the approval of Digital To Print Marketing, LLC prior to publication.

Representation and Warranties / Indemnification

Advertiser hereby represents and warrants to Digital To Print Marketing, LLC that neither the distribution of its advertisements, nor any effects therefrom, violate any law, rule or regulation including, but not limited to, those related to postal requirements, misrepresentation, libel, trade libel, unfair competition, deceptive business practices, fulfillment, copyrights, trademarks, patents, invasion of privacy, misbranding, labeling, product claims, professional licensing, advertising claims, or safety.

Advertiser shall indemnify and hold Digital To Print Marketing, LLC harmless against any loss, and against any claims, suits, costs or expenses, including reasonable attorney's fees of any kind whatsoever, in connection with the printing, mailing, publication, distribution, or delivery of Advertiser's advertisement that are a result of Advertiser's breach of the representations and warranties contained in these Terms & Conditions.

It is the responsibility of Advertiser to insure and protect its product or service from product liability, advertising claims, customer claims, and any other claims arising from the use, misuse, purchase, sale, or promotion of such products or services. Advertiser agrees to hold Digital To Print Marketing, LLC harmless from any liability claims and any other claims arising from the use, misuse, promotion, purchase, or sale of such products or services.

Third-Party Production and Fulfillment Partners

Advertiser understands and agrees that Digital To Print Marketing, LLC may use third-party vendors, printers, mailing partners, fulfillment partners, advertising platforms, technology providers, or campaign partners to perform part or all of the services described in any invoice, campaign order, advertising agreement, approved campaign, or related service.

Digital To Print Marketing, LLC shall not be liable for delays, interruptions, failures, errors, or omissions caused by third-party providers, postal services, carriers, printers, technology platforms, or other parties beyond Digital To Print Marketing, LLC's reasonable control.

Entire Agreement / Acceptance

There are no other agreements or understandings, written or oral, between the parties regarding the subject matter of the applicable invoice, campaign order, advertising agreement, approved campaign, or related services except as set forth herein. These Terms & Conditions shall not be modified or amended, nor shall any provisions be waived, except by written agreement signed by both parties.

Acceptance may be demonstrated by written signature, email approval, text message approval, digital approval, approval of advertising materials, authorization to begin campaign work, or submission of payment by Advertiser.

If an invoice, campaign order, advertising agreement, or approved campaign references these Terms & Conditions, Advertiser's payment of that invoice shall constitute acceptance of these Terms & Conditions.

Acceptance by Payment

By submitting payment, Advertiser agrees to Digital To Print Marketing, LLC's Advertiser Terms & Conditions, Version 07/17/26. Payment, written approval, approval of advertising materials, or authorization to begin campaign work constitutes acceptance of these Terms & Conditions.

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