



Marana Group

## Service Customs

Use of any service of Marana Group constitutes acceptance of the following Service Customs. The Service Customs may be modified from time to time; the current terms will be located at <https://maranagroup.com/> which will apply to any service performed by Marana Group. Additional terms may apply and will be provided to the Customer depending on the specific services utilized.

### 1. QUOTATIONS:

Subject to acceptance within 30 days. Quotations are based on the cost of services, labor and materials and carrier rates and regulations on the date of the quote. If changes occur in carrier rates, regulations, cost of materials, labor, or other costs prior to acceptance, or if the Customer requires changes in the distribution schedule subsequent to acceptance, the right is reserved to change the price quoted. Subsequent orders will be subject to price revision if required. Quotations do not include applicable taxes, shipping costs, pick-up or delivery costs, fuel surcharges, or telecommunication charges, when applicable, unless specifically stated. Quotations are only valid when in writing.

### 2. CANCELLATION:

Orders may be canceled by the Customer at any time by notice in writing or via e-mail with the understanding that Marana Group will be compensated in full for any work or services performed prior to cancellation, plus the cost of any goods or services purchased for the order. In addition, because processing and/or distribution may require advance scheduling of equipment and labor which often cannot be replaced by other jobs, Marana Group reserves the right to assess a cancellation fee to reflect the opportunity costs associated with a job being canceled.

### 3. ALTERATIONS/SPECIFICATIONS:

Quoted prices are based upon Marana Group's understanding of the client specifications submitted. If there is a change in specifications or instructions to the original quotation and/or job specification and these changes result in additional costs, the work performed will be billed at the current or minimum rates, and the processing and/or date of distribution may be delayed.

### 4. VERBAL ORDERS:

Written or e-mail orders are strongly recommended. Verbal orders are accepted with the provision that the final specifications will be those delivered by hand, mailed, or e-mailed and understood by Marana Group at the time the work was started.

### 5. CARRIER CHARGES:

Quotations do not include carrier charges unless specifically stated. Estimates of carrier charges, if provided, reflect the current rates on the anticipated date of distribution. Carrier charges quoted, if any, cannot be guaranteed 10 days prior to a scheduled carrier rate change. Marana Group will notify the Customer of the required carrier charges as soon as this amount is known and will notify the Customer of the date when carrier charges are needed in order to complete the project prior to the agreed upon date of distribution. Marana Group will make every effort to provide the Customer with an accurate estimate of required carrier charges. Marana Group is not responsible for additional carrier charges if the rate changes due to the design of the item being distributed, or any of its components, or if the item being distributed, or any of its components, fails to meet any carrier regulation that would prevent the item from being distributed at the quoted carrier class or sub-class. Payment of carrier charges in advance is required on all orders and is the responsibility of the Customer. Marana Group reserves the right to hold items for distribution for which sufficient funds have not been paid or until such payment has been verified. The Customer will provide the payment in adequate time for Marana Group to complete the distribution prior to the previously agreed upon distribution date.

### 6. CUSTOMER RESPONSIBILITY FOR ORDER CONTENT:

Marana Group may refuse at any time to process or distribute any copy, photographs or illustrations of any kind that in Marana Group's sole judgment is an invasion of privacy, is intended to deceive or confuse the recipient, is degrading, libelous, unlawful, profane, obscene, pornographic, tends to ridicule or embarrass, or is in bad taste, or which in Marana Group's sole judgment is an infringement on a trademark, trade name, service mark, or copyright belonging to others.

The Customer will defend and hold Marana Group harmless in any suit or court action brought against Marana Group by others for alleged damages, cost, expenses (including reasonable attorney's fees), liabilities or losses resulting from circumstances where Marana Group, acting as the Customer's agent, uses or distributes copy, photographs, or illustrations that are believed by others to be degrading, libelous or harmful to their reputations, images, or standing in the community, or which is an infringement on a trademark, trade name, service mark, or copyright belonging to others, or in a suit or court action brought against Marana Group for actions of the Customer's employees which may occur as a result of any processing or distribution.

### 7. COMPLIANCE RESPONSIBILITY:

Customer warrants that (i) it shall use all third-party systems and resources provided by Marana Group, and (ii) all material provided to Marana Group by Customer for processing, is in compliance with all applicable U.S. Postal Service, UPS, or FedEx rules and with all federal, state, and local rules and regulations including, but not limited to, Health Insurance Portability and Accountability Act of 1996, Health Information Technology for Economic and Clinical Health Act, General Data Protection Regulations, CAN-SPAM Act of 2003, CASL, Privacy and Election Communications Regulations of 2003, the Telephone Consumer Protection Act of 1991, and those rules and regulations limiting or prohibiting the shipment of hazardous materials. Customer further warrants that any materials designated for distribution to destinations outside the United States comply with the laws and regulations controlling the exportation of items from the United States.

Customer shall promptly notify Marana Group of any files or materials provided to Marana Group that may require the completion of a Business Associate Agreement in compliance with all rules and regulations under the Health Insurance Portability and Accountability Act of 1996 (HIPPA), the

Health Information Technology for Economic and Clinical Health (HITECH), or other similar rules and regulations. In the event Marana Group receives files or materials that require a Business Associate Agreement under HIPPA or HITECH, and Marana Group does not promptly receive such Business Associate Agreement, Marana Group shall promptly return the files and materials to Customer or destroy such files or materials, and notify the Customer in writing.

The Customer will defend and hold Marana Group harmless in any administrative or legal proceeding brought against Marana Group by a carrier or government agency for violations of these laws, rules and regulations, and will indemnify Marana Group for all damages, costs and expenses (including reasonable attorney's fees) resulting from such administrative or legal proceedings.

## **8. ADDRESS LISTS AND ELECTRONIC FILES:**

Customer's address list(s) and/or electronic file(s) in Marana Group's possession, for storage, processing, distribution or otherwise, is the exclusive property of the Customer and shall be used only at the Customer's written instructions. Marana Group shall provide reasonable and prudent protection against the loss of a Customer's information, in much the same manner that the Customer would itself. In conjunction with Marana Group's Data and Document Retention Policy, Marana Group shall pay for the cost of replacing and/or reconstructing such files in the event of systems failure, loss by fire, vandalism, theft, or other such causes (excluding destruction of the file due to Customer's negligence or willful misconduct, or accident, acts of God, civil unrest, work stoppage, acts of terrorism, or other causes beyond Marana Group's control.), provided that the Customer has a duplicate file or has the source material from which the file was compiled, and then only to the extent of the costs involved in replacing the lost file. Marana Group shall not be liable for compiling such file nor for any intangible or special value attached thereto.

Marana Group is not responsible for the accuracy or integrity of files or other data supplied by the Customer or a list broker. Unless otherwise specified in writing in advance, all rented address lists are provided on a one-time basis. Unless otherwise specified in writing in advance, quoted price is based on the processing of a single electronic data file. Additional charges will apply if multiple files are combined, or data requires manipulation, or if Customer requests the removal of duplicates.

Customer shall provide all files to Marana Group via (i) Marana Group's secure ftp site (sftp), (ii) a mutually agreed upon secure third-party provider's site, or (iii) secure and encrypted email that meets or exceeds the security standards of Marana Group's ftp site (iii) secure and encrypted media that meets or exceeds the security standards of Marana Group's ftp site. Customer file(s) presented electronically or via electronic media must be accompanied by a record layout that properly identifies each field to be used in the addressing of the mail piece. Marana Group will not accept responsibility for errors in address and/or processing information when a record layout is not provided or when the address is not presented in generally accepted data formats.

Customer shall refrain from providing Marana Group data files that contain fields or record information that are superfluous to the processing required.

Unless otherwise specified in writing, all quotations are based on the processing of a single electronic data file. Additional charges will apply for electronic data storage; or if multiple files are combined.

## **9. MATERIALS:**

Marana Group assumes in all quotations that all material provided will permit efficient handling on automated equipment and meets equipment manufacturer's published specifications. Materials furnished that are within manufacturer's specifications, but which are not up to acceptable operational standards due to poor folding, facing, trimming, packing, sticking together of material, insufficient leeway between enclosures and envelopes, square envelope flaps or other causes, will be subject to pricing at special rates. Customer will be notified when a deficiency is discovered and approval will be obtained for handling at special rates before proceeding with work. A new delivery schedule may result when deficient materials are used.

Marana Group is not responsible for identifying errors in preprinted copy or electronic files on customer-furnished materials and/or files and assumes no liability for damages resulting from the processing and/or distribution of materials, which contain erroneous information. When performing distribution for not-for-profit customers, Marana Group is not responsible for content in materials mailed through the United States Postal Service (USPS) that may cause a mailing to fail to qualify for Nonprofit postage rates or cause a customer to lose their Nonprofit Status with the Internal Revenue Service or the USPS.

All processing and distribution of material items involves spoilage. Spoilage of up to three (3) percent of Customer's material is typical. Allowances for spoilage should be taken into consideration in ordering material. Every effort will be made to handle Customer's material with frugality and to prevent undue spoilage. Nevertheless, Marana Group cannot accept responsibility for shortages of material as a result of normal spoilage in processing. Furthermore, Marana Group has no control over the USPS, United Parcel Service, FedEx or common carriers and, therefore, shall not be liable for any stock or material that is mishandled, misplaced, lost, destroyed or otherwise damaged by any such carriers. All stock and materials belonging to a Customer will be held and stored only at the Customer's risk, and the Customer shall be responsible for insurance on their material.

A delivery ticket/packing slip must accompany the material delivered and should show the number of skids or cartons, the quantity per skid or carton and the total delivery quantity. Each incoming carton or skid must bear an identity, item code, quantity and a sample clearly visible. Each skid/carton/container should have only one material version, unless clearly marked and separated. Multiple items should not be included within a single carton, skid or container unless noted thereon and on accompanying paperwork. Marana Group will apply a surcharge for any rework necessary for materials received not meeting these specifications.

Marana Group accepts delivery ticket/packing slip count until processing and assumes no responsibility for shortages discovered at that time. Additional charges will apply if Customer requires Marana Group to verify printer's counts prior to processing. Customer is expected to provide Marana Group with sufficient inventory or adequate sources of supply to meet anticipated demand. Cost for back orders, delay notices, canceled orders, and increased customer service resulting from out of stock conditions will be billed additional to Customer.

Collect shipment will be accepted by Marana Group only if clearance is obtained in advance, and a service charge will be added to the actual freight charges. Marana Group is not responsible for the condition of shipped overs, unless Customer has been billed for packing and/or shipping.

Customer retains title to and the insurable interest in its materials and will hold Marana Group harmless for acts not done by Marana Group that create losses. Marana Group will carry insurance to protect against acts or negligence on the part of its employees in the normal course of business. If specific additional insurance coverage is desired, such coverage must be specified by agreement or by separate insurance rider and premium. In such instances, the liability for losses will be limited to the agreed upon insurance amount.

A service fee may be charged if Customer provided skids are non-standard in size and/or if skids are severely damaged at the time of acceptance. A service fee may be charged for the disposal of customer-provided skids. Customer may reclaim skids if arrangements are made in advance.

#### **10. INSERTING / PACKING / KITTING SEQUENCE:**

Effort will be made to insert, package, kit material in the sequence and facing the direction the Customer request, but quoted prices assume the most advantageous production speeds. Specified sequence or facing may result in additional charges being billed.

#### **11. OVERAGES:**

The Customer must advise Marana Group, in advance of the job, regarding the disposition of overs. Overs may be returned to the Customer, stored, recycled, or destroyed. If items are stored or returned, applicable storage and/or delivery charges will be added. Additionally, at Marana Group's option and without liability to Marana Group, material may be automatically destroyed after 60 days if Customer has failed to respond to a disposition request or failed to pay for storage starting 30 days after the processing date. Premium storage rates may be applied to old materials or materials for which disposition has not been designated.

#### **12. DELIVERY SCHEDULES:**

Marana Group will make every reasonable effort to meet scheduled delivery and distribution date(s), but because of the many factors outside its control, accepts no liability for failure to meet scheduled date(s). In addition, Marana Group has no control over USPS, United Parcel Service, FedEx Ex or common carriers delivery schedules and cannot guarantee when items deposited with or released to these carriers will be delivered. The Customer shall accept the date which items were deposited with or released to these carriers as the date of delivery.

All orders are accepted contingent to fire, accident, acts of God, mechanical breakdown, acts of terrorism or other causes beyond Marana Group control. Since the time element is an integral part of the Marana Group's business and service offering, quoted prices are based upon a specific set of time schedules for completion. Any requested deviation from the schedules described or agreed upon by both parties at commencement of order may alter the quoted price. Late material may affect the completion date of the order by a greater degree than the actual elapsed time the material is late.

#### **13. LIMITATION OF LIABILITY:**

**UNLESS EXPRESSLY SET FORTH HEREIN OR OTHERWISE SPECIFIED BY MARANA GROUP IN WRITING, MARANA GROUP PROVIDES ALL SERVICES WITHOUT WARRANTIES OF ANY KIND. MARANA GROUP DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF ITS SERVICES. THE MAXIMUM LIABILITY OF MARANA GROUP IS LIMITED SOLELY TO THE COST OF THE WORK PERFORMED. IN THE EVENT OF A DEFAULT BY MARANA GROUP, MARANA GROUP SHALL AT NO COST RE-PROCESS AND/OR RE-MAIL AND/OR REDISTRIBUTE AT THE SAME LEVEL OF SERVICE, A CORRECTION OR A CORRECTED JOB AS NECESSARY TO REMEDY THE DEFAULT OR, ALTERNATIVELY, REFUND TO CUSTOMER THE AMOUNT PAID FOR THE DEFAULTED JOB, PLUS APPLICABLE CARRIER CHARGES. IN NO EVENT WILL MARANA GROUP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR SIMILAR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION LOSSES. THE LIABILITY LIMITATIONS SHALL APPLY EVEN IF CUSTOMER HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCTS LIABILITY, OR OTHERWISE.**

#### **14. INDEMNIFICATION FOR FREIGHT, DUTIES:**

In the event that a carrier, other person or any governmental agency makes a claim or institutes legal action against Marana Group for freight, duties, fines, penalties, liquidated damages or other money due rising from a shipment of goods of the Customer, the Customer agrees to indemnify and hold harmless Marana Group for any amount Marana Group may be required to pay such carrier, other person or governmental agency together with reasonable expenses, including attorneys' fees, incurred by Marana Group in connection with defending such claim or legal action and obtaining reimbursement from the Customer. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Customer to Marana Group to pay all charges or other money due promptly on demand.

#### **15. INDEMNITY AGAINST LIABILITY ARISING FROM THE SHIPPING OF MERCHANDISE:**

The Customer agrees to indemnify and hold Marana Group harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to attorney's fees, which the Marana Group may hereafter incur, suffer or be required to pay by reason of claims made by any government agency or private party that arise from the use, misuse, alteration or modification of goods that are placed with Marana Group for shipment once such items are no longer in the control of Marana Group. In the event that any action, suit or proceeding is brought against Marana Group by any government agency or any private party, Marana Group shall give notice in writing to the Customer by mail at its address on file with Marana Group. Upon receipt of such notice, the Customer at its own expense shall defend against such action and take all steps as may be necessary or proper to prevent the obtaining of a judgment and/or order against Marana Group.

#### **16. ADDRESS QUALITY AND MOVE UPDATE REQUIREMENTS:**

Customer is solely responsible for maintaining address accuracy and quality to the satisfaction of the USPS. Changes to an address file, to reflect changes resulting from recipient moves within the time period required by the USPS, is the responsibility of the Customer. Data files maintained by Marana Group, on behalf of the Customer, will only be changed to reflect move updates at the written request of the Customer. The Customer is responsible for providing such notice to Marana Group within the time period required by the USPS. Additional postage charges, fees, or fines assessed by the USPS for the Customer's failure to adhere to USPS regulations, including but not limited to address quality, and Move Update requirements, are the responsibility of the Customer.

## **17. DELINQUENT INVOICES:**

If money is owed Marana Group, Marana Group may, at its option, withhold future distributions and/or hold the Customer's list, printing, other property, or suspend access to cloud based services against payment of delinquent invoices. "Delinquent" is defined as "past the agreed or specified payment date". After suitable credit has been established, unless otherwise specified in writing by Marana Group, terms are net 7 days with interest as allowed by law applied to delinquent invoices. Customer is responsible for any related collection costs, legal fees and interest.

## **18. BROKER/AD AGENCY/RESELLER:**

Marana Group expects payment from its contracting party, even the contracting party is an intermediary such as a broker, ad agency, reseller or licensee contracting for work on behalf of their clients, Marana Group will hold the intermediary fully responsible for timely payment of invoices and for related collection costs, legal fees and interest. This will be done without regard to whether the intermediary has been paid by their client for services rendered, and Marana Group rejects all pay when paid contract provisions.

## **19. TAXES:**

All amounts due for taxes and assessments will be added to the Customer's invoice and are the responsibility of the Customer. No tax exemption will be granted unless official proof of the Customer's exemption is on file with Marana Group or such documentation accompanies the order. If, after the Customer has paid the invoice, it is determined that more tax is due, the Customer must promptly remit the required taxes to the taxing authority or immediately reimburse Marana Group for any additional taxes paid by Marana Group.

## **20. ACCOUNT BALANCE REFUNDS AND ACCOUNT CLOSURES:**

Customer may request a complete refund of all funds held on account by contacting Marana Group's Accounting Department in writing on Customer's letterhead or via email from the Customer's known email address. All outstanding charges will be assessed against the Customer's fund balance prior to the issuance of a refund. All refunds will be paid by check.

Customers may elect to maintain an account as "active" for up to two years without any account activity. Accounts that are dormant (i.e. no account activity) for a period of more than two years will be cancelled by Marana Group and subject to an account cancellation fee of \$250.00. All refunds for dormant accounts (less cancellation fee and outstanding charges) will be mailed to the last address on record with Marana Group. Refunds that cannot be mailed to the address on file will be remitted to the State of Michigan Department of Treasury as unclaimed property.

## **21. DOCUMENT SCANNING, ARCHIVING, AND DATA HARVESTING:**

Marana Group will endeavor to scan all documents provided by Customer using reasonable care and skill with professional industry standards for such services. Unless otherwise specified in writing by the Customer in advance of the project, Marana Group will scan all documents using the following default settings: 300 dpi, grey scale, duplex, and askew of 10%.

Unless otherwise specified in writing by the Customer in advance of the project, pages with 10% or less coverage/markings will automatically be deleted from the finalized scanned files.

Marana Group will endeavor to reconstruct hardcopy document files after scanning to meet the specifications of the Customer; however, exact reconstruction may not be practicable for documents that originally involve tape, staples, adhesive notes, etc. Marana Group does not warrant that the scanning, archiving, and data harvesting will be error-free and Customer will provide prompt written notice to Marana Group of any non-conforming services. Customer's exclusive remedy and Marana Group's sole liability will be for Marana Group to use commercially reasonable efforts to repair or re-scan such documents; provided, however, Marana Group will not be responsible for documents of poor quality received by Marana Group from Customer, including quality issues related to poor original condition of the items scanned, or color contrast between the document image and the background color of the original document.

In conjunction with Marana Group's Data and Document Retention Policy, Customer acknowledges that media provided by Marana Group is not intended for long-term storage of images or data. Marana Group will retain scanned images and harvested data in accordance with Marana Group's Data and Document Retention Policy.

## **22. EMAIL MARKETING AND SMS/TEXT MESSAGING:**

Marana Group offers email and text message marketing programs. Marana Group's Confidentiality Policy and/or Privacy Notice shall govern the use of information collected from or provided by Customer to Marana Group.

Marana Group shall charge Customer a separate charge for email and text message marketing programs. Additional messaging and data rates may apply from mobile carriers. Customer shall comply with Marana Group's Fair Use Policy related to the email and text message marketing programs, as amended from time to time.

Access and use of mobile connection programs, composition programs, and resources, including email and text messaging, is subject to Marana Group's Service Customs, website and ftp site Terms of Use, and all applicable federal, state, and local rules and regulations including, but not limited to, CAN-SPAM Act of 2003, CASL, Privacy and Election Communications Regulations of 2003, the Telephone Consumer Protection Act of 1991.

All email and text message marketing shall not be directed to children younger than 13 years of age.

The Customer will defend and hold Marana Group harmless in any administrative or legal proceeding brought against Marana Group by a mobile carrier or government agency for violations of these laws, rules and regulations, and will indemnify Marana Group for all damages, costs and expenses (including reasonable attorney's fees) resulting from such administrative or legal proceedings.

All email and text message marketing programs and third-party programs and resources are provided "AS IS." Marana Group provides email and text message marketing programs without warranties of any kind, express or implied, including implied warranties of merchantability and fitness for a particular purpose and non-infringement.

**23. DATA AND DOCUMENT RETENTION:**

Customer shall fully comply with all data and document retention rules, regulations and guidelines and policies of Marana Group, which are part of and identified in these Service Customs. Without limiting the generality of the foregoing, Customer shall comply with Marana Group's Data and Document Retention Policy, as amended from time to time.

**24. PRIVACY AND CONFIDENTIALITY:**

The Marana Group Confidentiality Policy and/or Privacy Notice governs the use of information collected from or provided by Customer to Marana Group. With respect to any individual whose personal information is provided by Customer to Marana Group, Customer represents to Marana Group that all necessary consents for the processing of such personal information have been obtained. Customer shall fully comply with all confidentiality and privacy rules, guidelines and policies of Marana Group, which are part of and identified in these Service Customs. Without limiting the generality of the foregoing, Customer shall comply with Marana Group's Privacy Notice and Confidentiality Policy, if applicable and as amended from time to time.

In the event the Marana Group Privacy Notice is not in effect or not applicable, Marana Group's Confidentiality Policy, as amended from time to time, shall control. Marana Group

**25. ENTIRE AGREEMENT:**

These Service Customs shall be constructed in conjunction with any negotiated agreement between the parties; provided, however, form purchase orders or purchase agreements shall not supersede these Service Customs. In the event of any inconsistencies between the terms of these Service Customs and any negotiated agreement, the terms of the negotiated agreement shall control and prevail.

(Revised: December 10, 2018)