



PORTAL TERMS AND CONDITIONS

Last Updated: March 6, 2026

These Portal Terms and Conditions (“Portal Terms”) govern all orders placed through this online ordering portal (the “Portal”) for the products and services made available by Output Services Group, Inc. and each of its affiliates and subsidiaries (collectively, “OSG”) through this Portal (the “RE Offerings”).

By accessing the Portal or submitting an order, you represent that you have authority to bind the entity on whose behalf you are acting (“Client”) and that Client accepts and agrees to be bound by these Portal Terms. Client’s acceptance of these Portal Terms binds Client and all of its authorized users, and Client is responsible for all actions taken by such authorized users through the Portal, whether or not each authorized user separately accepts these Portal Terms. If you do not have authority to bind the Client, or if the Client does not agree to these Portal Terms, do not access or use the Portal.

These Portal Terms apply to all Clients accessing the Portal, whether or not such Client has entered a separate Master Ordering Agreement (as defined below) with OSG or places orders solely through the Portal without a separate written agreement.

1. Applicability; Order of Precedence.

If Client has entered a fully executed master ordering agreement, services agreement or similar written agreement with OSG that expressly governs the RE Offerings (a “Master Ordering Agreement”), such Master Ordering Agreement and these Portal Terms together govern all orders placed through the Portal. In the event of a conflict between a Master Ordering Agreement and these Portal Terms, the Master Ordering Agreement controls solely to the extent of such conflict, subject to Section 3 below. Any terms in a Client submitted purchase order or other document that is not a Master Ordering Agreement, conflict with these Portal Terms and/or are not otherwise accepted by OSG in writing shall be void and have no force or effect.

If Client has not entered into a Master Ordering Agreement, these Portal Terms constitute the entire agreement between Client and OSG with respect to RE Offerings ordered through the Portal.

2. Orders; Acceptance.

Each order submitted through the Portal constitutes a binding offer by Client to purchase the applicable RE Offering(s). No order is binding on OSG unless and until accepted by OSG through the Portal or otherwise in writing. Once accepted, an order may not be cancelled or modified.

3. Pricing; Pricing Periods.

The pricing in effect at the time an order is submitted governs that order. If a Master Ordering Agreement specifies pricing for a specified pricing period, such pricing will be effective during the applicable period. Upon expiration of any specified period, pricing will revert to OSG’s then-current standard pricing unless otherwise agreed by the parties in writing.



All prices exclude postage, shipping, applicable taxes (other than taxes on OSG's net income), governmental assessments, and raw material and third-party supplier cost adjustments, which will be billed to Client in addition to the applicable pricing and reflected on Client's invoice.

4. Invoicing; Payment.

Unless prepayment is required, (a) OSG will invoice Client following production or mailing or, at OSG's election, on a periodic basis in arrears and (b) invoices are due within thirty (30) days of the invoice date. Late payments may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law. Client is responsible for all costs of collection, including attorneys' fees and court costs, to the extent permitted by law.

OSG may require, at any time and in its discretion, advance payment, pre-funding of postage or production costs, deposits, credit assurances, or other payment security based on the size or nature of an order, Client's payment history, creditworthiness, or risk profile. OSG may suspend production, mailing, or Portal access if required pre-funding or deposits are not provided timely. OSG will notify Client of any such requirement in writing (email acceptable).

5. Client Responsibilities.

Client is responsible for all use of the Portal through its account credentials, whether or not authorized by Client. Client shall implement reasonable measures to safeguard its login credentials and Portal access and shall promptly notify OSG of any known or suspected unauthorized access. OSG may rely on all Portal activity conducted under Client's credentials as having been authorized by Client.

Client is solely responsible for the accuracy, completeness, formatting, legality, and compliance of all data, files, content, and instructions submitted through the Portal and to OSG for order processing. OSG has no obligation to review Client content for errors, compliance with law, or third-party rights.

By submitting materials through the Portal, Client represents and warrants that: (a) it has all rights, licenses, and permissions necessary to submit and authorize OSG to process such materials; (b) the materials do not infringe any third-party intellectual property rights; (c) the materials comply with all applicable laws, including laws governing privacy, consumer protection, and real estate-related disclosures; and (d) all personal information included in the materials was collected and may be processed in accordance with applicable law.

6. Production and Performance Standards.

Product specifications are subject to change without notice. OSG is not responsible for RE Offerings produced (a) incorrectly due to illegible or incorrect input data or (b) approved sample or proof.

RE Offerings involve commercial printing processes. Minor variations in color reproduction, paper stock, formatting, alignment, cutting, folding, insertion, perforation, or placement that are



consistent with commercially reasonable print production standards do not constitute defects and do not give rise to any claim against OSG.

OSG warrants that the RE Offerings will be produced substantially in accordance with the specifications accepted by OSG. In the event of a nonconformity attributable to OSG's production error, OSG's sole obligation is to reprint and redeliver or email the affected portion of the order at OSG's expense, excluding any postage fees which will remain Client's responsibility.

EXCEPT AS SET FORTH IN THE PRECEDING PARAGRAPH, OSG MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO RE OFFERINGS OR THE PORTAL, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. OSG DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PORTAL.

7. Intellectual Property.

As between the parties, Client retains all right, title, and interest in and to Client-provided data and content, including text, images, trademarks, service marks, logos, and other materials provided by Client for inclusion in the RE Offerings. All layouts, formats, templates, production processes, workflows, and designs created or developed by or on behalf of OSG, including any modifications or derivative works thereof, remain the sole and exclusive intellectual property of OSG, regardless of whether such materials are created specifically for Client.

8. Data, Data Privacy and Compliance.

OSG will retain Client's input data for forty-five (45) days following completion of an order, after which such data may be deleted without notice. Client is responsible for maintaining its own copies of all submitted data and files.

Each party shall comply with all applicable federal, state, and local data privacy and data protection laws and regulations in connection with the submission, processing, printing, mailing, and distribution of data relating to residents, tenants, or other individuals, including, as applicable, the California Consumer Privacy Act of 2018 and its implementing regulations, as amended. OSG shall promptly notify Client of any request from an individual or entity exercising rights under applicable privacy laws with respect to his/her/its personal information and shall cooperate with Client in responding to such requests.

Client represents and warrants that it has provided all required notices and obtained all necessary consents or other lawful bases to permit OSG to receive, process, and use resident or personal data for the purposes of performing orders submitted through the Portal. Client is solely responsible for the legality of the content and data it submits, including compliance with consumer privacy, marketing, and communications laws.

OSG shall implement and maintain reasonable administrative, technical, and physical safeguards designed to protect personal data processed on behalf of Client against unauthorized access, disclosure, or misuse, consistent with applicable law. OSG will process personal data solely for the



purpose of producing and/or performing RE Offerings requested by Client and as otherwise permitted by applicable law.

9. Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THESE PORTAL TERMS OR ANY ORDER, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA, OR BUSINESS INTERRUPTION, REGARDLESS OF THE FORM OF ACTION AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OSG'S TOTAL LIABILITY TO CLIENT ARISING OUT OF OR RELATING TO ANY CLAIM UNDER THESE PORTAL TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PRICING (EXCLUDING POSTAGE) PAID BY CLIENT FOR THE SPECIFIC ORDER GIVING RISE TO THE CLAIM.

10. Confidentiality.

Each party will maintain the confidentiality of the other party's non-public information disclosed in connection with orders. Confidentiality obligations do not apply to publicly available information, pre-existing knowledge, legally required disclosures, or independent developments.

11. Subcontracting.

OSG may use affiliated entities or third-party vendors to provide the RE Offerings, provided that no personal information is transferred or stored outside the U.S. Any subcontracting shall be consistent with and subject to Sections 8 and 10 above. OSG shall be liable to Client for the acts and omissions of its subcontractor to the same extent that liability to Client would accrue under the Portal Terms as if such acts or omissions had been performed or made by OSG.

12. Indemnification.

OSG shall indemnify, defend, and hold harmless Client and its officers, directors, employees, and agents from and against any third-party claim, loss, damage, or expense (including reasonable attorneys' fees) arising out of or relating to any allegation that the Portal or OSG's proprietary technology (excluding Client content) infringes any third-party intellectual property rights.

Client shall indemnify, defend, and hold harmless OSG and its officers, directors, employees, and agents from and against any third-party claim, loss, damage, or expense (including reasonable attorneys' fees) arising out of or relating to: (a) any allegation that Client content infringes a third party's intellectual property rights; (b) OSG's use of Client content in accordance with Client's instructions; or (c) Client's breach of any representation, warranty, or obligation under these Portal Terms.

13. Force Majeure.

Neither party shall be in default or liable for any delay or failure to perform its obligations under these Portal Terms (other than payment obligations) to the extent such failure results from causes



beyond that party's reasonable control, including without limitation acts of God, natural disasters, pandemics, USPS or carrier disruptions, supply shortages, labor disputes, governmental actions, or equipment failures beyond OSG's reasonable control. The affected party shall give prompt written notice of such event and shall use commercially reasonable efforts to resume performance as soon as practicable. If a force majeure event continues for more than thirty (30) days, either party may terminate the affected order upon written notice without liability (other than for amounts owed for RE Offerings already fulfilled or performed).

14. Modifications.

OSG may update these Portal Terms at any time by posting revised terms to the Portal. Updated Portal Terms become effective for all orders submitted after the date of posting. OSG will make reasonable efforts to notify Client of material changes to these Portal Terms by prominent notice in the Portal or by email. Client's continued use of the Portal following posting of updated Portal Terms constitutes acceptance of the revised terms. If Client objects to any modification, Client's sole remedy is to cease using the Portal.

15. Governing Law.

These Portal Terms are governed by the laws specified in the applicable Master Ordering Agreement, or if no Master Ordering Agreement exists, by the laws of the State of New York, without regard to conflict of laws principles. Unless otherwise specified in a Master Ordering Agreement, the parties submit to the exclusive jurisdiction of the federal and state courts sitting in New York, New York.

16. Miscellaneous. Client agrees that acceptance of these Portal Terms by electronic means, including through checkbox acknowledgment, constitutes legally binding acceptance by Client and its authorized representatives, and is equivalent to a handwritten signature. No failure or delay by either party in exercising any right or remedy shall constitute a waiver of that right or remedy. No waiver shall be effective unless in writing. If any provision of these Portal Terms is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, and all other provisions shall remain in full force and effect. These Portal Terms are for the sole benefit of OSG and Client and do not create any rights in any third party. The parties are independent contractors. Nothing in these Portal Terms creates a partnership, joint venture, agency, franchise, or employment relationship between the parties.