

iMailConnect.com and MiParcel™ Website Terms of Use

PLEASE READ THESE WEBSITE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. YOUR RIGHT TO USE THE WEBSITE IS SUBJECT TO YOU ACCEPTING THE TERMS OF THE WEBSITE, AND BY USING THE WEBSITE YOU AGREE TO ACCEPT THE TERMS OF THE WEBSITE. IF YOU DO NOT ACCEPT THE TERMS OF THE WEBSITE, YOU MAY NOT USE THE WEBSITE.

These Terms of Use (this "Agreement") apply to www.iMailConnect.com (the "Site") provided by MiParcel, a service of Lake Michigan Mailers, Inc., ("LMM") a Michigan corporation ("MiParcel," "we," "us," and "our"). In this Agreement you are referred to as "you," and "your."

PLEASE NOTE: The Site is intended for use by residents of the United States of America who are at least 18 years of age and capable of entering into binding legal agreements. Read carefully below before using the Site.

Specific terms or agreements may apply to the use of certain services and other items provided to You on the Site ("Terms and Conditions" of "T&C"). Terms and Conditions for MiParcel are available at https://imailconnect.com/PDFs/MiParcel_Terms_and_Conditions.pdf. Any such Terms and Conditions may be subject to the Lake Michigan Mailers, Inc. Service Customs ("Service Customs"). The Lake Michigan Mailers, Inc. Service Customs are available at <http://barcodemail.com/our-company/service-customs/>.

Privacy Notice and Confidentiality Policy

Note also that our use of your personal information is governed at all times by the Lake Michigan Mailers, Inc. ("LMM") Privacy Statement and/or Confidentiality Policy, which are available at https://imailconnect.com/PDFs/Confidentiality_Policy.pdf,

Modification to Agreement

Amendments to this Agreement will be posted on the Site. To the maximum extent allowed by law, and except as otherwise expressly provided at the time of such amendment, such amendments are effective when posted. Your continued use of the Site following the posting of any amendment shall constitute your acceptance thereof. If you do not agree to the terms of this Agreement or any amendment, you may not use the Site.

Using the Site

Subject to compliance with the Agreement, including, but not limited to, applicable age and residency restrictions, you are granted a limited, non-transferrable, non-sublicensable and revocable license to use the Site for the Site's intended purpose. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Site, any updates or any part thereof except as applicable law may require notwithstanding this prohibition. You may print copies of the Site content and documentation as reasonably necessary for permitted use of the Site, but such copies shall not be distributed to others. Uses of the Site not expressly authorized herein are prohibited. All rights not expressly granted are hereby reserved.

Subject to applicable law, LMM reserves the right, with or without prior notice, to do any one or more of the following: (a) limit the available quantity of, or discontinue any offering of, any product or promotion; and (b) impose conditions on your use of the Site.

Account Registration, Password and Security

Your use of the Site may require you to register and you may be asked to select a password. You agree to provide accurate and truthful information and to update such information to keep it true and accurate. Select

a password that would be difficult to guess, and change it regularly as an added precaution. You agree not to share your password or share access to your account. You agree that you are responsible for activities that occur under your account. You agree to notify us immediately of unauthorized use of your password or account.

We reserve the right to take such action in our discretion to help ensure the security of the Site, including, without limitation, terminating an account. NOTWITHSTANDING THE ABOVE, WE MAY RELY ON THE AUTHORITY OF ANYONE ACCESSING YOUR ACCOUNT OR USING YOUR PASSWORD, AND IN NO EVENT, AND UNDER NO CIRCUMSTANCES, SHALL WE BE HELD LIABLE TO YOU FOR ANY LIABILITIES OR DAMAGES ARISING OUT OF (I) ANY ACTION OR INACTION OF LMM UNDER THIS PROVISION OR (II) ANY COMPROMISE OF THE CONFIDENTIALITY OF YOUR ACCOUNT OR PASSWORD OR ANY UNAUTHORIZED ACCESS TO YOUR ACCOUNT OR USE OF YOUR PASSWORD EXCEPT TO THE EXTENT SUCH COMPROMISE, ACCESS OR USE IS CAUSED SOLELY BY MIPARCEL'S BREACH OF THE EXPRESS TERMS OF THIS AGREEMENT, AS PROVEN BY CLEAR AND CONVINCING EVIDENCE. YOU MAY NOT USE ANYONE ELSE'S ACCOUNT AT ANY TIME.

Offerings

SPECIFICATIONS ON THE SITE MAY NOT ACCURATELY REFLECT AVAILABLE PRODUCTS. CALL TO CONFIRM SPECIFICATIONS PRIOR TO PLACING AN ORDER. ALL DESCRIPTIONS, IMAGES, REFERENCES, FEATURES, CONTENT, SPECIFICATIONS, PRODUCTS, AND PRICES OF PRODUCTS AND SERVICES DESCRIBED OR DEPICTED ON THE SITE ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE.

Use of the Site on Mobile Devices

You are solely responsible for any damage to or technical difficulties that arise from your use of the Site on your mobile device. LMM cannot and does not warrant that the Site will work as anticipated on every device. Moreover, LMM cannot and does not warrant that the Site will be free from errors resulting in data interruptions, data loss, or other malfunction.

Your mobile service carrier or provider may assess data or other charges based on your use of the Site. LMM recommends that you refer to your service provider's terms of use for information regarding your account, including applicable data and other charges, prior to using the Site on your mobile device. YOU SHALL BE SOLELY RESPONSIBLE FOR ANY CHARGES AND FEES, INCLUDING, BUT NOT LIMITED TO, DATA AND OTHER USAGE CHARGES ASSESSED TO YOU BY YOUR MOBILE CARRIER BECAUSE OF YOUR USE OF THE SITE.

You are solely responsible for securing any mobile device on which you use the Site. LMM shall not be responsible for any damage or injury that arises from unauthorized use of your mobile device, including, but not limited to, products purchased from said device.

Prohibited Conduct

You agree not to: (a) access or attempt to access any information, documents, images, software or material (individually and collectively, "Materials") that you are not authorized to access and/or through any means that you are not authorized to use such as any means not intentionally made available by or through the Site; (b) disrupt or interfere with the security of, or otherwise cause harm to the Site, or to any Materials, systems resources, accounts, passwords, servers or networks connected to or accessible through the Site or any affiliated or linked sites; (c) access or use the Site in any manner that could damage, disable, overburden or impair any server or network used by LMM in connection with the Site; (d) use any Materials in connection with the Site in any manner that infringes upon any copyrights, patents or other intellectual property rights, privacy rights, rights of publicity or other rights of any party; (e) transmit unsolicited or bulk communications to any LMM account holder or other email addresses associated with LMM; (f) post or

otherwise submit any software, programs or Materials to the Site that are harmful or disruptive of another's equipment, software or other property, including any corrupted files, time bombs, Trojan Horses, viruses and worms; (g) disrupt, interfere with or inhibit any other user from using and enjoying the Site or other sites, Materials or services associated with LMM; (h) violate any applicable federal or local laws or regulations related to the access to or use of the Site, and/or engage in any activity prohibited by this Agreement; (i) compile, use, download or otherwise copy any Materials available on the Site (except as expressly permitted by the Agreement), or transmit, provide or otherwise distribute (whether or not for a fee) such Materials to any third party; (j) use the Site to engage in any chain letters, contests, junk email, pyramid schemes, spamming, surveys or any other duplicative or unsolicited messages (commercial or otherwise); (k) use any robot, spider, or other programmatic or automatic device, to obtain information from the Site or others' use of the Site or otherwise monitor or copy any portion of the Site; (l) frame, mirror, or use framing techniques on any part of the Site without MiParcel's express prior written consent; (m) make any use of data extraction, scraping, mining, or other data gathering tools, or create a database by systematically downloading or storing Site Materials, or otherwise scrape, collect, store, or, except pursuant to the limited license granted by this Agreement, use any Materials; (n) use the Site for any purpose that is abusive, intrusive of another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hurtful; (o) remove any copyright, trademark, or other proprietary rights notice from the Site or Materials; (p) use any MiParcel domain name as a pseudonymous return email address; and/or (q) place false or misleading information on the Site.

These examples of prohibited conduct are illustrative and are not exhaustive. LMM reserves the right to take action, up to and including terminating a user's account, if the user is determined, in LMM's sole discretion, to have engaged in prohibited conduct or otherwise violated this Agreement.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MIPARCEL, ITS PARENT, SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, AGENTS, REPRESENTATIVES, SERVICE PROVIDERS, SUPPLIERS, LICENSORS, AND MERCHANTS (MIPARCEL AND SUCH OTHER INDIVIDUALS AND ENTITIES INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS "MIPARCEL-RELATED PARTIES") SHALL NOT BE RESPONSIBLE FOR, NOR BE LIABLE TO YOU OR ANY THIRD PARTY FOR, ANY DAMAGES OR OTHER MONETARY RELIEF INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, OR INFORMATION CONTAINED WITHIN THE SITE, INCLUDING, BUT NOT LIMITED TO, THE RECEIPT OF OR RELIANCE UPON ANY INFORMATION OBTAINED BY OR THROUGH THE SITE, INCLUDING, BUT NOT LIMITED TO, PRODUCT SPECIFICATIONS AND/OR YOUR CONDUCTING OF ANY TRANSACTIONS BY OR THROUGH THE SITE. ADDITIONALLY, WITHOUT LIMITING THE FORCE OF THE FOREGOING LIMITATIONS OF LIABILITY AND DAMAGES AND ANY DISCLAIMER IN THIS AGREEMENT, TO THE MAXIMUM EXTENT AUTHORIZED BY LAW, THE TOTAL AGGREGATE AND COMBINED LIABILITY OF THE MIPARCEL-RELATED PARTIES SHALL BE LIMITED TO THE AMOUNT OF MONEY, IF ANY, THAT YOU EXPENDED IN CONNECTION WITH THE TRANSACTION OR EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY IRRESPECTIVE OF WHETHER A CLAIM IS BROUGHT UNDER CONTRACT, TORT, WARRANTY OR OTHER THEORY. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU, AND YOU MAY HAVE RIGHTS IN ADDITION TO THOSE CONTAINED HEREIN. IN SUCH JURISDICTIONS, MIPARCEL-RELATED PARTIES' LIABILITY IS LIMITED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

Disclaimer of Warranties

YOU AGREE AND ACKNOWLEDGE THAT USE OF THE SITE IS WITHOUT WARRANTY OF ANY KIND AND THAT THE ACCESS TO AND USE OF THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW. ALL WARRANTIES

ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES BASED ON CUSTOM OR PRACTICE. APPLICABLE LAW MAY NOT ALLOW THE ABOVE EXCLUSION OF IMPLIED WARRANTIES, SO THE EXCLUSION MAY NOT APPLY TO YOU AND SHALL APPLY ONLY TO THE MAXIMUM EXTENT ALLOWED BY LAW. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ANY USER FROM MIPARCEL OR THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

FOR THE AVOIDANCE OF DOUBT, AND WITHOUT LIMITING THE FOREGOING, LMM CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE OPERATION OF THE SITE, ITS SERVER, OR USER CONTENT WILL BE ERROR-FREE, UNINTERRUPTED, TIMELY, SECURE, FREE FROM VIRUSES AND OTHER HARMFUL COMPONENTS, FREE FROM UNAUTHORIZED ACCESS (INCLUDING THIRD-PARTY HACKERS OR DENIAL OF SERVICE ATTACKS), OR OTHERWISE MEET YOUR REQUIREMENTS.

Additional Disclaimer Related to Third-Party Content and Links to Third-Party Sites

We may display on the Site user content, information, instructions, videos, services, products, functionality and other Materials from third parties, and links to third-party sites. The appearance of such Materials and external hyperlinks generated by third parties does not constitute endorsement by LMM or its affiliates of information contained in such Materials or of any content of the linked third-party site, and LMM does not verify or take responsibility for the accuracy, currency, completeness, or quality of the content contained on these sites. Therefore, neither LMM nor its affiliates will be responsible for any errors or omissions or for the results obtained from the use of such information contained on these sites. IN NO EVENT WILL WE BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY USE, CONTINUED USE OR RELIANCE ON ANY THIRD-PARTY CONTENT DISPLAYED ON OR THROUGH THE SITE, ANY PRODUCTS, SERVICES OR OTHER MATERIALS RELATING TO ANY SUCH CONTENT, ANY LINKED THIRD-PARTY SITE, OR ANY LINK CONTAINED IN A LINKED SITE.

Indemnity

You agree to defend, indemnify and hold harmless the parties related to the service offered on the site from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site (but excluding claims resulting from our breach of this Agreement as demonstrated by clear and convincing evidence), including without limitation, any information or content you submit to or through the Site, any material you download from the Site or any interference with the operation of the Site.

Submissions

By submitting any comment, idea, suggestion, response to questionnaires or other material to LMM or through the Site, you grant us a perpetual, non-exclusive, fully-paid, royalty-free, irrevocable, sublicenseable, worldwide license and right to display, use, perform, reproduce, modify, distribute and create derivative works of such material or information submitted in any media, software, or technology of any kind now existing or developed in the future. By providing any such material or information, you represent and warrant that public posting and use of such material or information by MiParcel will not infringe on or violate the rights of any third party.

Trademarks and Copyrights

Lake Michigan Mailers, Inc., MiParcel, the MiParcel logo, and other marks, logos, graphics, and trade dress used on the Site are LMM's trademarks or the trademarks of third-party affiliates, and may not be used in any manner (including in "meta-tags" or "hidden text") without our prior written approval. All content

included on or in the Site, such as text, graphics, images, audio clips, video, data, music, software, and other Materials and all rights therein, are owned or licensed property of LMM or its suppliers, merchants, or licensors and is protected by copyright or other proprietary rights. MiParcel does not grant to You any express or implied rights to LMM's or any third party's intellectual property. Elements of the site are also protected by trade dress, trade secret, unfair competition, and other laws and may not be copied or imitated in whole or in part. Any unauthorized use of these Materials may violate trademark, copyright, patent, or other laws. You agree not to modify, reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any such Materials except as expressly permitted in the Agreement.

Notices and Electronic Communications

Except as explicitly stated otherwise, any notices you send to LMM shall be sent by email and regular mail at the addresses listed in the paragraph immediately below. In the case of legal notices LMM sends to you (for example, regarding this Agreement or the Privacy Statement), you consent to receive notices and other communications by LMM posting notices in the Site or links thereto or sending you an email at the email address listed in your profile in your account. You agree that all agreements, notices, disclosures, and other communications that LMM provides to you in accordance with the prior sentence satisfy any legal requirement that such communications be in writing. You agree that a printed version of this Agreement and/or any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Notice

Please note LMM is located at 3777 Sky King Blvd, Kalamazoo, MI 49009. If you have a question or complaint regarding this Site or the services offered therein, please send an email to customerservice@barcodemail.com. You may also contact us by writing to the address above, or by calling us at 800-653-3121. In accordance with California Civil Code 1789.3, California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Dispute Resolution

In the event a dispute arises between you and LMM, as a condition precedent to bringing any litigation, you and LMM agree to first contact each other at the address provided above for LMM, and at the e-mail address provided by you in connection with your account, and provide a written description of the problem, how the party has been harmed, what the party is demanding, a statement of the merits of the claim, and a proposed resolution. In the event the proposed resolution is not acceptable, you and LMM shall, within thirty (30) days, make good faith efforts to resolve the matter through in-person or telephonic negotiation between you and a representative of LMM (either side may have, in addition to the parties, a lawyer present). WITHOUT LIMITING THE EFFECT OF ANY DISCLAIMER CONTAINED HEREIN, ANY CAUSE OF ACTION YOU MAY HAVE WITH RESPECT TO YOUR USE OF THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES.

This Agreement shall be governed and interpreted in accordance with the substantive law of the state of Michigan without regard to its conflict of law provisions. The parties agree that, to the maximum extent enforceable under applicable law, any litigation regarding use of the Site and the Agreement shall be brought in the state or federal courts in Michigan. If applicable law does not permit forcing a party to litigate in Michigan or if LMM otherwise agrees, any such litigation will be brought in the courts having jurisdiction over the county in which the events giving rise to the claim occurred. The Agreement has been written in the English language, and you agree that this English language version will govern your use of the Site, dispute proceedings, and other matters described in the Agreement.

Force Majeure

LMM shall be excused from performance hereunder to the extent that performance is prevented, delayed, or obstructed by causes beyond our reasonable control such as strikes, riots, insurrection, fires, floods, explosions, war, governmental action, labor conditions, earthquakes, or natural disasters.

Assignment

You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of LMM. Notwithstanding the foregoing, LMM may freely assign the Agreement, and the rights and obligations therein, without your consent, including but not limited to, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

Entire Agreement

This Agreement, including the documents incorporated herein by reference, is the entire understanding and agreement between LMM and you with respect to the subject matter hereof.

Miscellaneous

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. In the event that any provision of this Agreement is found to be invalid or unenforceable, this Agreement shall be construed in accordance with its terms as if the invalid or unenforceable provision was not contained therein. No delay or failure by LMM to enforce any provision of this Agreement shall be a waiver of any of our rights under this Agreement.

Digital Millennium Copyright Act Notice Policy

We respect the intellectual property rights of others, and ask you to do the same. If you believe that your work has been posted on or in the Site in a way that constitutes copyright infringement, please contact us at the address below and provide the following information: (a) the identity of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works are covered by the notice, a representative list of the copyrighted works that you claim have been infringed via the Site; (b) identification of the material that you claim is infringing (including sufficient information so that we may locate the material on the Site, such as the URL where such material may be found on the Site); (c) your street or mailing address, telephone number, and, if available, email address; (d) the following affirmation (if true): "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., fair use)."; (e) the following affirmation (if true): "I hereby state that the above information in this Notice is accurate and, under penalty of perjury, that I am the copyright owner, or authorized to act on behalf of the owner of the copyright or of the exclusive right under the copyright allegedly infringed."; (f) electronic or physical signature of the copyright owner or of a person authorized to act on behalf of the owner of the copyright or of any exclusive right under the copyright.

The President of Lake Michigan Mailers, Inc. will serve as the Company's designated agent for notice of copyright infringement. Contact can be made at 3777 Sky King Blvd, Kalamazoo, MI 49009 or via email at customerservice@barcodemail.com.

(Revised August 1, 2017)