

Terms of Use

Homepage Terms of Use

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Additional terms and conditions applicable to specific areas of this Site or to particular content or transactions are also posted in particular areas of the Site and, together with these Terms of Use, govern your use of those areas, content or transactions. These Terms of Use, together with applicable additional terms and conditions, are referred to as this "Agreement."

The Terms of Use apply to all visits to the Site, both now and in the future. Quad reserves the right to change the Agreement, including the Terms of Use of the Site, from time to time at its sole discretion and without prior notice to you. Your use of the Site will be subject to the most current version of the Agreement posted on the Site at the time of each use, and your use of the Site following any such modification constitutes your agreement to follow and be bound by the Agreement as modified. Quad reserves the right to change the Site and its content from time to time at its sole discretion. Any new content, including new features that augment or enhance the current content such as the release of new products and services, are governed by the most current version of the Terms of Use posted on the Site. You should periodically visit the Terms of Use page of the Site to review the then current Terms of Use to which you agree to be bound.

1 ACCESS AND USE

1.1 You agree to use the Site only for lawful purposes. You agree not to take any action that might compromise the security of the Site, render the Site inaccessible to others or otherwise interfere or cause damage to the Site or the Content.

1.2 You agree not to add to, subtract from, or otherwise modify the Content, or to attempt to access any Content that is not intended for you, including removal of any copyright or proprietary notices contained therein. You agree not to use the Site in any manner that might interfere with the rights of third parties.

1.3 The Site is to be used solely for your internal use, for business purposes only.

1.4 For any and all material, information, or data you transmit to us or post to the Site (each a "Submission" or collectively "Submissions"), (1) you guarantee to that you have the legal right to post the Submission and that it will not violate any law or the rights of any person or entity, and (2) you give Quad the royalty-free, irrevocable, perpetual, worldwide right to use, distribute, display and create derivative works from the Submission for the sole purpose of carrying out the services to you as provided by this Site.

2 SECURITY

2.1 You are responsible for maintaining the confidentiality of your information, and for restricting access to your computer. Quad shall not be responsible for the misuse of your information or computer. You agree to accept responsibility for all activities that occur from your computer.

3 LINKS TO THIRD-PARTY WEB SITES

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4 DOWNLOADING FILES

4.1 Quad cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection by software viruses or other harmful computer code, files or programs.

5 INTELLECTUAL PROPERTY

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6 WARRANTIES AND DISCLAIMERS

6.1 THE SITE AND ALL CONTENT AND SERVICES ON THE SITE ARE PROVIDED TO YOU ON A "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. QUAD EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH REGARD TO THE SITE, THE SERVICE, THE CONTENT, AND ANY PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED VIA THE SITE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. THERE IS NO WARRANTY THAT THE SITE OR THE FUNCTIONS PERFORMED BY THE SITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS IN THE SITE OR THE SERVICE WILL BE CORRECTED.

6.2 The Site and its content are subject to change at any moment. Accordingly, due to the content of the Site being dynamic in nature, while Quad cannot guarantee that the content accessed through the Site is the most current when accessed by you, reasonable steps are taken by Quad to update the site and its contents.

7 LIMITATION OF LIABILITY

7.1 IN NO EVENT SHALL QUAD BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM (i) THE ACCESS TO, USE OF OR INABILITY TO USE THE SITE, (ii) ANY TRANSACTION OR INFORMATION CONDUCTED THROUGH OR FACILITATED BY THE SITE; (iii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE, THE SERVICE AND/OR THE CONTENT, (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (v) ANY OTHER MATTER RELATING TO THE SITE, THE SERVICE, OR THE CONTENT, EVEN IF QUAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM THAT RESULTS FROM SUCH USE. IF YOU ARE DISSATISFIED WITH THE SITE, THE SERVICE, THE CONTENT, OR WITH THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

7.2 BECAUSE SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, QUAD'S LIABILITY IS LIMITED AND

WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED \$100.00.

8 INDEMNIFICATION

8.1 You understand and agree that you are personally responsible for your behavior on the Site. You agree to indemnify, defend and hold harmless Quad, its parent companies, subsidiaries, affiliated companies, joint venturers, business partners, licensors, employees, agents, and any third-party information providers to the Site from and against all threats, claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Site or the Content or information generated by use of the Site, or any violation by you of this Agreement.

9 ENTIRE AGREEMENT/NO WAIVER.

9.1 These Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by Quad of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

10 GOVERNING LAW AND JURISDICTION

10.1 The Site is controlled by Quad from its offices within the state of Wisconsin, USA. By accessing and/or using this Site, you agree that all matters relating to its access and use of the Site shall be governed by the laws of the State of Wisconsin, without regard to the conflicts of laws principles thereof, and you agree to be subject to the state and federal courts of the State of Wisconsin. If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of this Agreement, all of which will remain in full force and effect

IF YOU DO NOT AGREE TO THE FOLLOWING TERMS AND CONDITIONS OF USE, DO NOT ACCESS AND/OR USE THE SITE.