

[Customer Support](#)

## Participation Agreement

Please read this agreement carefully before continuing with the FedEx Kinko's Charge Card or National Discount Card application form. Clicking "I accept" below and continuing with the registration process indicates your acceptance of this agreement. If you do not agree with this agreement, stop the registration process now.

By and through this Participation Agreement (the "Agreement"), you ("Participant") desire to utilize and purchase certain services and products from FedEx Kinko's Office and Print Services, Inc. ("FedEx Kinko's"), with principal offices located at 13155 Noel Road, Suite 1600, Dallas, Texas 75240, that are available through its retail outlets ("FedEx Kinko's Office and Print Centers"). \_\_\_\_\_ ("Customer") has executed a binding agreement (the "Corporate Account Program Agreement" or "CAP") with FedEx Kinko's, whereby FedEx Kinko's has agreed to provide Participant discounted pricing, subject to the terms and conditions of the CAP, which entitles Participant to certain discounts for such services and products at participating FedEx Kinko's Office and Print Centers. In consideration of the above, Participant agrees as follows:

- COPYRIGHT LICENSE.** Participant authorizes and licenses to FedEx Kinko's and FedEx Kinko's authorized users to reproduce Participant's copyrighted and/or trademark protected materials provided by Participant at FedEx Kinko's Office and Print Centers during the term of this Agreement. In no event will Participant hold FedEx Kinko's liable for copying such protected materials requested by Participant's authorized representatives.
- CONFIDENTIALITY.** Participant agrees that FedEx Kinko's uses commercially reasonable efforts to prevent unauthorized release of Participant's confidential information.
- PARTICIPANT'S OBLIGATIONS.** Participants will identify themselves as Participants under the "Customer"Corporate Account Program Agreement with each request for the product or services to receive the applicable discount and credit. Participants must provide their FedEx Kinko's discount number or CAS account number associated with the "Customer"Corporate Account Program Agreement to receive discounted pricing. Participant agrees to be bound by the terms of this agreement and understands that the discount offered under this Agreement cannot be used in combination with other coupons, special offers or discounts. Participant acknowledges that Participant is solely responsible for Participant's obligations under this Agreement, including without limitation, payment for services, all indemnities, representations and warranties. Participant hereby indemnifies and holds harmless the Customer from and against all acts or omissions of Participant.
- NON-INFRINGEMENT WARRANTY.** Participant represents that it will not present to FedEx Kinko's any order, which involves the reproduction of materials protected under copyright, patent and/or trademark law unless Participant owns such rights, is an authorized agent of the owner of such rights or has permission to reproduce the materials. Participant will indemnify FedEx Kinko's for all liability, damages, costs and fees FedEx Kinko's incurs (including attorney's fees) for any breach of the above representation or warranty.
- LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES (INCLUDING LOST PROFITS) ARISING UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- TERMINATION.** By execution of this Agreement Participant agrees to be bound by these terms and conditions. Either party may terminate this Agreement at any time with or without cause upon thirty (30) days written notice to the other party. This Agreement automatically terminates upon termination of the Corporate Account Program Agreement.
- GENERAL.** This Agreement is subject to the laws of the State of Texas. Section 4 shall survive the termination of this Agreement.

\* Participation Code:  Alpha/Numeric code received through company or mail

\* Participant's Company Name:  What is your company or business name?

\* Company Name:  What company contracted with FedEx Kinko's?

Company Affiliation:  What is your affiliation with contracted company?

\* Participant's First Name:  What is your first name?

\* Participant's Last Name:  What is your last name?

\* Business Email address:  What is your business email address?

\* Business Phone Number:  What is your business phone number?

I Agree

[Global Home](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Business Inquiries](#) | [Careers](#) | [Terms of Use](#) | [Privacy Policy](#)

This site is protected by copyright and trademark laws under U.S. and international law. All rights reserved. © 1995- 2009 FedEx Kinko's