

## TERMS OF USE

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2. Services. These Terms of Use apply to all users of the Services, including users who are also contributors of Content on the Services. "Content" includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials you may view on, access through, or contribute to the Services. The "Services" include all aspects of SendOutCards, including but not limited to all products, software and services offered by or through SendOutCards. The Services may contain links to, or otherwise indicate methods to access third party websites or content providers that are not owned or controlled by SendOutCards. SendOutCards has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or content providers. In addition, SendOutCards will not and cannot censor or edit the content of any third-party. By using the Services, you expressly relieve SendOutCards from any and all liability arising from your use of any third-party website or content provider.

3. Accounts. In order to access some features of the Services, you will have to create an account with SendOutCards. You may never use another's account without express written permission to do so. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify SendOutCards immediately of any breach of security or unauthorized use of your account. Although SendOutCards will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of SendOutCards or others due to such unauthorized use.

4. Your Use of Content. The following restrictions and conditions apply specifically to your use of Content.

- (i) The Content on the Services, and the trademarks, service marks and logos ("Marks") on the Services, are owned by or licensed to SendOutCards, subject to copyright and other intellectual property rights under the law.
- (ii) Content is provided to you "AS-IS". You may access Content for your information and personal use solely as intended through the provided functionality of the Services and as permitted under these Terms of Use. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of SendOutCards or the respective licensors of the Content. SendOutCards and its licensors reserve all rights not expressly granted in and to the Services and the Content.
- (iii) You understand that when using the Services, you may expose others to content from a variety of sources, and that SendOutCards is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such content. You further understand and acknowledge that your exposure of others to content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against SendOutCards with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless SendOutCards, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Services.

5. Your Content and Conduct. As a SendOutCards account holder you may submit Content to the Services. You understand that SendOutCards does not guarantee any confidentiality with respect to any Content you submit. You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content through the Services. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content that you submit; and you license to SendOutCards all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Services pursuant to these Terms of Use. For clarity, you retain all of your ownership rights in your Content. However, by submitting Content to SendOutCards, you hereby grant SendOutCards a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, and display the Content in connection with the Services. You also hereby grant each user of the Services a non-exclusive license to access any Content you deem "public," through the Services, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Services and under these Terms of Use. The above licenses granted by you are perpetual and irrevocable. You further agree that Content you submit to the Services will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant SendOutCards all of the license rights granted herein.

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All SendOutCards accounts are intended to be used by one individual or entity. Accounts are to be used by one individual for their own card sending and may be used to send cards for your immediate family members. This includes your spouse and any children living in the same household with you. This does not include your extended family members or visiting family members that live in your household or are visiting your household. If the account was created for business use then cards may be sent for the business and under the name of the business and/or the individual that purchased the account and Subscriptions. The account may not be used by multiple employees of a business. Each employee of a business is required to have their own account if the business intends to send cards from specific employee(s) of that business. Return address information on your account may not be changed for the intended purpose stated. This includes the first and last name or business name with the corresponding address. Subscriptions are not to be shared amongst multiple individuals.

The SendOutCards system is intended to be accessed through SendOutCards' web site or the official iOS/ Android app and not as part of a third party's program or system that has been created to access the system's abilities in any manner not directly programmed or intended by SendOutCards. This includes any system created using macros, scrapping or other technologies developed to bypass the designed

SendOutCards web site. Third parties may contract to access SendOutCards' system through an application programming interface, or API, as long as the third party enters into an agreement with SendOutCards prior to use of SendOutCards' system. This does not apply to apps that are programmed and released for use by SendOutCards to individual users. Additionally, this does not apply to third party apps that are used to create custom card images that are uploaded into a valid SendOutCards account.

An individual account is intended to be used on only one system or device at a time. Your account may be accessed using any computer system, mobile device or app. However, only one access to your account at a time by any one device is allowed. There may not be simultaneous connections made or multiple simultaneous sessions at any time. A user is expected to log out of one system and/or device before logging in on another system and/or device.

SendOutCards reserves the right to cancel Subscriptions under this section, terminate accounts, or apply any Disciplinary Sanctions as outlined in the policies and procedures section 9.1 and prevent the user from any new accounts or Subscriptions if they violate these Terms of Use. This applies to any customer or referral partner with a Distributor application agreement with SendOutCards. Any user that violates this section 6 and has any sanctions taken against them may appeal this decision to SendOutCards. SendOutCards will investigate any such requests and will be the final decision maker in all cases.

7. Warranty Disclaimer. YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, SendOutCards, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. SendOutCards MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. SendOutCards DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND SendOutCards WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

8. Limitation of Liability. IN NO EVENT SHALL SendOutCards, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED,

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9. Indemnity. To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless SendOutCards, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Services; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Services.

10. Ability to Accept Terms of Use. You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use.

11. Assignment. These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by SendOutCards without restriction.

12. General. You agree that: (i) the Services shall be deemed solely based in Utah; and (ii) the Services shall be deemed a passive website that does not give rise to personal jurisdiction over SendOutCards, either specific or general, in jurisdictions other than Utah. These Terms of Use shall be governed by the internal substantive laws of the State of Utah, without respect to its conflict of laws principles. Any claim or dispute between you and SendOutCards that arises in whole or in part from the Services shall be decided exclusively by a court of competent jurisdiction located in Salt Lake County, Utah. These Terms of Use, together with any other legal notices published by SendOutCards, shall constitute the entire agreement between you and SendOutCards concerning the Services. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of this these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and SendOutCards' failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. SendOutCards reserves the right to amend these Terms of Use at any time and without notice, and it is your responsibility to review these Terms of Use for any changes. Your use of the Services following any amendment of these Terms of Use will signify your assent to and acceptance of its revised terms.

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_