

## SendOutCards Affiliate Agreement

1. I understand that as a Send Out Cards, LLC ("SendOutCards" or the "Company") Independent Affiliate ("Affiliate"):

- a. I have the right to offer for sale SendOutCards products and services in accordance with this Affiliate Agreement.
- b. I have the right to enroll persons in SendOutCards.
- c. I will train and motivate the Affiliates in my downline marketing organization.
- d. I will comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.
- e. I will perform my obligations as an Affiliate with honesty and integrity.
- f. I will only use the sales contracts and order forms which are provided by SendOutCards for the sales of its goods and services.

2. I agree to present the SendOutCards Marketing and Compensation Plan and SendOutCards products and services as set forth in official SendOutCards literature.

3. I agree that as a SendOutCards Affiliate I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of SendOutCards. I am not authorized to and will not incur any debt, expense, obligation, or open any account on behalf of, for, or in the name of SendOutCards. I understand that I shall control the manner and means by which I operate my SendOutCards business, subject to my compliance with this Affiliate Agreement, the SendOutCards Policies and Procedures and the SendOutCards Marketing and Compensation Plan and Terms of Use (all of which are collectively referred to as the "Agreement"). I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. **I UNDERSTAND THAT I WILL NOT BE TREATED AS AN EMPLOYEE FOR FEDERAL OR STATE TAX PURPOSES.** SendOutCards is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection agreements between SendOutCards and all appropriate taxing jurisdictions, and all related rules and procedures.

4. **I have carefully read and agree to comply with the SendOutCards Policies and Procedures and the SendOutCards Marketing and Compensation Plan, both of which are incorporated into and made a part of this Affiliate Agreement.** I understand that I must be in good standing, and not in violation of any of the terms of this Agreement, in order to be eligible to receive any bonuses or commissions from SendOutCards. I understand that this Affiliate Agreement, the SendOutCards Policies and Procedures, or the SendOutCards Marketing and Compensation Plan may be amended at the sole discretion of SendOutCards, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official SendOutCards materials. The continuation of my

SendOutCards business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.

5. You may cancel this Agreement, subject to the terms and ongoing obligations contained in the Agreement, at any time by sending a written notice to the Company, along with your Affiliate I.D. Number. Submit your cancellation notice to: SendOutCards, 1825 West Research Way, Salt Lake City Utah 84119. Unless you cancel, or this agreement is terminated for other cause, the term of this Agreement is one year. If you fail to annually renew your SendOutCards business, or if it is canceled or terminated for any reason, you will permanently lose all rights as an Affiliate. You shall not be eligible to sell SendOutCards products and services nor shall you be eligible to receive commissions, bonuses, or other income resulting from the activities of your former downline sales organization. SendOutCards expressly reserves the right to terminate all Affiliate Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products and services via direct selling. In the event of cancellation, termination or nonrenewal, you agree to waive all rights you have, including but not limited to property rights, to your former downline organization and to any bonuses, commissions, or other remuneration derived through the sales and/or other activities of your former downline organization. Any cancellation of the Agreement by either you or the Company shall and does not waive in any ongoing obligation you may have under the Agreement.

6. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of SendOutCards. Any attempt to transfer or assign this Agreement without the express written consent of SendOutCards renders this Agreement voidable at the option of SendOutCards and may result in termination of my business.

7. I understand that if I fail to comply with the terms of this Agreement, SendOutCards may, at its discretion impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of this Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.

8. SendOutCards, its directors, officers, shareholders, employees, assigns, and agents (collectively referred as "Affiliate"), shall not be liable for, and I release SendOutCards and its affiliates from, and waive all claims for consequential and exemplary damages for any claim that arises from or relates to the Agreement. I further release SendOutCards and its affiliates from all liability arising from or relating to the promotion or operation of my SendOutCards business and any activities related to it (e.g., the presentation of SendOutCards products or Marketing and Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.).

9. This Agreement, in its current form and as amended by SendOutCards at its discretion, constitutes the entire contract between SendOutCards and myself. Any

## SendOutCards Affiliate Agreement

promises, representations, offers, or other communications not expressly set forth in this Agreement are of no force or effect. To the extent of any conflict or inconsistency between this Agreement and any other agreement (other than the Policies and Procedures), this Affiliate Application and Agreement shall supersede and prevail over any term of any other agreement as to the matters addressed herein. To the extent of any conflict or inconsistency between this Agreement and the Policies and Procedures (in their current form or as subsequently modified), the Policies and Procedures shall in all instances supersede and prevail over any term of this Agreement as to the matters addressed herein.

**10.** Any waiver by SendOutCards of any breach of this Agreement must be in writing and signed by an authorized officer of SendOutCards. Waiver by SendOutCards of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

**11.** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect.

**12.** This Agreement will be governed by and construed in accordance with the laws of the State of Utah, without regard to principles of conflicts of laws, unless the laws of the state in which I reside expressly require the application of its laws to this transaction (in which case such state law shall govern). All disputes and claims relating to SendOutCards, the Affiliate Agreement, the SendOutCards Marketing and Compensation Plan or its products and services, the rights and obligations of an independent Affiliate and SendOutCards, or any other claims or causes of action relating to the performance of either an independent Affiliate or SendOutCards under the Agreement or the SendOutCards Policies and Procedures shall be settled totally and finally by arbitration as specified in the Company's Policies and Procedures.

**13.** The parties consent to jurisdiction and venue before any federal or state court in Salt Lake County, State of Utah for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration. See the Policies and Procedures for additional terms.

**14.** If an Affiliate wishes to bring an action against SendOutCards for any act or omission relating to or arising from this Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within one year shall bar all claims against SendOutCards for such act or omission. Affiliate waives all claims that any other statutes of limitations applies.

**15.** I authorize SendOutCards to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

**16.** The optional Subscription is a monthly standing order. Your credit card will automatically be charged each month on or about the date designated on the front of the Application. If no date is designated, your card will be charged on or about the same day of each month which you joined.

**17.** Point expiration will take place at the end of the thirteenth month from date of purchase. Refer to Policies and Procedures for additional information.

**18.** You may cancel your Subscription by submitting a written cancellation notice to SendOutCards at 1825 West Research Way, Salt Lake City Utah 84119. Cancellation notices must be received no later than the 15th day prior to Subscription date in order to avoid the next month's charge. Cancellation of your Subscription will not cancel your Affiliate Agreement.

**19.** For account cancelation, inactivity and inventory return refer to Policies and Procedures.

**20.** SENDOUTCARDS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SEND OUT CARDS, LLC SHALL NOT BE RESPONSIBLE FOR DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, ECONOMIC, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY, ARISING FROM OR RELATING TO LOSS OF CUSTOMER'S DATA OR ANY OTHER COMPUTER SYSTEM FAILURE OR PROBLEM.

### **NOTICE OF RIGHT TO CANCEL**

**You may CANCEL this transaction, subject to the terms and ongoing obligations contained in the Agreement, within THREE BUSINESS DAYS from the above date (Five days for Alaska residents or as required by law).**

**If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the Company of your cancellation notice, and any security interest arising out of the transaction will be canceled.**

**If you cancel, you must make available to the Company at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the Company regarding the return shipment of the goods at the Company's expense and risk.**

**If you do make the goods available to the Company and the Company does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Company, or if you agree to return the goods to the Company and fail to do so, then you remain liable for performance of all obligations under the contract.**

**To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to SendOutCards, 1825 West Research Way, Salt Lake City Utah 84119 NOT LATER THAN**

**MIDNIGHT of the third business day following the date set forth above.**

**I HEREBY CANCEL THIS TRANSACTION.**

**Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_**

**Terms of Purchase**

1. You have the ability to automatically purchase SendOutCards products through a Subscription. The recommended subscription is a monthly standing order. You can designate the day of the month on which your credit card is to be charged; however if you do not designate a specific day of the month, your credit card will automatically be charged on or near the same day of each month which you joined.

2. The subscription includes: (1) a monthly allocation of points; (2) an online contact manager wherein you can store the names and information of your contacts; (3) an online calendar on which you can post birthdays, anniversaries, and other special occasions; and (4) An online "tickler" system that automatically reminds you of upcoming events.

3. You may cancel your subscription online or by submitting a written cancellation notice to SendOutCards at 1825 West Research Way, Salt Lake City Utah 84119. Cancellation notices must be received no later than 15 days prior to the date on which the subscription would occur in order to avoid the next month's charge. Cancellation of your subscription will not cancel your Affiliate Agreement or your customer account.

4. If an account holder cancels his/her subscription they may not utilize a subscription plan for 90 days and will be required to pay the retail price for each Point. Preferred and specially priced Points are only available through a subscription plan. Refund information may be found in the Policies and Procedures. If you cancel your monthly Subscription and have not purchased any products you may be subject to the phases of inactivity outlined in SendOutCards Policies and Procedures section 12.6.

5. Point expiration will take place at the end of the thirteenth month from date of purchase. Refer to Policies and Procedures for additional information.

**6. SENDOUTCARDS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SEND OUT CARDS SHALL NOT BE RESPONSIBLE FOR DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, ECONOMIC, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY, ARISING FROM OR RELATING TO LOSS OF ANY CUSTOMER'S DATA OR ANY OTHER COMPUTER SYSTEM FAILURE OR PROBLEM.**

6. SendOutCards is not responsible for delivery delays, damage to, or loss of cards by the postal service or other mail or delivery companies in the U.S. or any country.

7. All sales are FINAL. The initial sale is subject to the buyer's right to cancel as set forth below:

(Note: All amounts stated in U.S. Dollars for both purchase prices and commissions issued to participating Affiliates. International residents' participation with SendOutCards, is based upon acceptance of applications in the U.S. under U.S. laws and regulations. International residents agree to this condition when doing business with SendOutCards.)

**TERMS OF USE**

1. Your Acceptance. By using or visiting SendOutCards' website or any SendOutCards' products, software, and services provided to you on, from, or through the SendOutCards' website or otherwise (collectively the "Services") you signify your agreement to these terms (the "Terms of Use"), and SendOutCards' privacy notice. If you do not agree to any of these terms or the SendOutCards privacy notice, please do not use the Services. Although SendOutCards may attempt to notify you when major changes are made to these Terms of Use, you should periodically review the most up-to-date version [https://www.sendoutcards.com/media/pdf/SOC\\_Terms\\_of\\_Use.pdf](https://www.sendoutcards.com/media/pdf/SOC_Terms_of_Use.pdf). SendOutCards may, in its sole discretion, modify or revise these Terms of Use and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in these Terms of Use shall be deemed to confer any third-party rights or benefits.

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

## SendOutCards Affiliate Agreement

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, sublicensable 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.

SendOutCards does not endorse any Content submitted to the Services by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and SendOutCards expressly disclaims any and all liability in connection with Content. SendOutCards does not permit copyright infringing activities and infringement of intellectual property rights associated with the Services.

### 6. Premium and/or Enterprise Subscriptions.

SendOutCards has added, or may add a premium and/or enterprise subscription package(s) to its offerings along with other options. The premium and enterprise subscriptions ("Subscriptions") offer free unlimited card sends. These free and unlimited card sends are offered during the term of the Subscriptions. The term of the Subscriptions is the month beginning on the date of purchase of the Subscriptions, continuing until the end of the day prior to the anniversary month of the Subscriptions. The Subscriptions are automatically renewed from month to month until canceled by the subscribing individual. The Subscriptions are also terminated if the subscribing individual's payment method is denied or SendOutCards terminates the Subscriptions for cause. The cause of termination by SendOutCards may be due to abuse of these Terms of Use or other causes as may be stipulated by SendOutCards on SendOutCards' website, [www.sendoutcards.com](http://www.sendoutcards.com). Free card sends that are included in the Subscriptions are defined as a single individual card, sent to one single recipient one time with an immediate send date. The card cannot be scheduled for a future date to be sent. The card can be created from designated catalog cards and from designated favorite cards in the user's "favorites" category. The free card sends do not include cards that have previously been saved to be sent again, or any card that is a part of a campaign or group send. SendOutCards may designate any card as not eligible for a free card send at SendOutCards' discretion.

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

## SendOutCards Affiliate Agreement

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. Also included in this is the use of copy and paste to send the same message and/or card repeatedly, and attempts to bypass the campaign or group send features. 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 monitor and control throughput of free cards within the system and discontinue or limit allowing users to send cards based on usage and velocity of usage of the system. SendOutCards will apply a postage limit on free card use. Free card usage is limited to a maximum of \$500 in postage that will be covered by The Company. If a user exceeds this amount free card sending will be discontinued, the user may continue to send cards by paying for each individual card at the rate for the subscription that they are on. Free card sending will be allowed to resume the following billing cycle. If excessive abuse of free cards sending is determined by SendOutCards The Company may cancel the subscription of the user and may also opt to terminate the account of the user. If that user is an Affiliate, The Company may choose to terminate the Affiliate (Affiliate) Agreement with that user at the same time.

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 Affiliate with an Affiliate 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. Severe abuse will result in legal actions to pursue damages.

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, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (VI) 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

SendOutCards Affiliate Agreement

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, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT SendOutCards SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Services are controlled and offered by SendOutCards from its facilities in the United States of America. SendOutCards makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are responsible for compliance with local law.

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: \_\_\_\_\_