

## SendOutCards Customer Terms and Conditions

1. I understand that as a Send Out Cards, LLC (“SendOutCards” or the “Company”) Customer:
  - a. I do not have the right to offer SendOutCards products and services for sale.
  - b. I do not have the right to enroll persons in SendOutCards.
  - c. I will abide by these “SendOutCards Customer Terms and Conditions” and the SendOutCards Customer Policies and Procedures” together with any and all amendments thereto.
2. 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. (SendOutCards will inform you if they intend to use any information. You may opt out of allowing SendOutCards use by sending a request in writing to SendOutCards home office.)
3. For account cancellation, inactivity and inventory return, contact the person who sold you your account.

### NOTICE OF RIGHT TO CANCEL

**You may CANCEL this transaction, without any penalty or obligation, 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 seller 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 seller 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 seller regarding the return shipment of the goods at the seller’s expense and risk.**

**If you do make the goods available to the seller and the seller 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 seller, or if you agree to return the goods to the seller 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

The Terms of Purchase apply to any products or subscriptions purchased through any of SendOutCards purchase methods.

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 may include: (1) a card sending program; (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. Not all features are included in all plans; see SendOutCards website for current programs and specific details.

3. You may cancel your subscription order 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 customer account.

4. If an account holder cancels his/her subscription for points, they will not be allowed to start a new point subscription and must choose another option from those currently available. If an account holder cancels a card sending program, it will remain in effect until the end of the subscription period. Preferred and specially priced points are only available through a subscription plan. Refund information may be found by contacting the person who sold you your program or by calling or emailing the SendOutCards support line. If you cancel your monthly subscription and have not purchased any products in a 90-day period, your account may be shut down for inactivity. If no activity takes place within one year, your account may be deleted from the SendOutCards system.

**5. Points purchased independent from a subscription expire on the twelfth (12<sup>th</sup>) month after purchase. Bonus points such as those awarded each month with the purchase/renewal of subscriptions that remain unused will roll over for twelve (12) months. On the last day of the twelfth (12<sup>th</sup>) month any unused bonus points will be deducted from your total point balance. Points are not available to new accounts, once a point subscription is cancelled a new point subscription may not be started.**

**6. SEND OUT CARDS 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.**

7. 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.

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

9. Purchases by a customer on multiple accounts is not allowed. A customer may not use their payment method to make a purchase for any customer account except their own. A customer may not provide payment for any other customer account.

10. Purchase by customers using the electronic debiting of a checking account or eCheck will be conducted under the rules set forth by NACHA. Any customer utilizing a business name on their account will be considered to have a business checking account and any eCheck processing will be marked as a business account transaction under NACHA rules. Any customer utilizing a business account must identify their use of SendOutCards eCheck system as a purchase on a business account.

(Note: All amounts stated in U.S. Dollars. International resident's 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

Terms of use apply to the use of the SendOutCards website, app or any interface between the user and any SendOutCards systems.

1. Your Acceptance. By using or visiting SendOutCards' ("SOC") website or any SOC products, software, and services provided to you on, from, or through the SOC website or otherwise (collectively the "Services") you signify your agreement to these terms and conditions (the "Terms of Use"), and SOC's privacy notice. If you do not agree to any of these terms or the SOC privacy notice, please do not use the Services. Although SOC 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). SOC 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 includes all aspects of SOC, including but not limited to all products, software and services offered by or through SOC. 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 SOC. SOC 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, SOC will not and cannot censor or edit the content of any third-party. By using the Services, you expressly relieve SOC 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 SOC. 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 SOC immediately of any breach of security or unauthorized use of your account. Although SOC will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of SOC 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 SOC, 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 SOC or the respective licensors of the Content. SOC 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 SOC 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 SOC with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless SOC, 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 SOC account holder you may submit Content to the Services. You understand that SOC 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 SOC 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 SOC, you hereby grant SOC 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 SOC all of the license rights granted herein.

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6. Unlimited and/or Enterprise Subscriptions. SendOutCards Unlimited and/or Enterprise subscription package(s) along with other options are governed by the Fair Use Agreement located below in this document. The Unlimited and Enterprise subscriptions (“Subscriptions”) offer free unlimited Heartfelt Prompting card sends. These free and unlimited Heartfelt Prompting card sends have limitations and restrictions outlined in the Fair Use section below. The cause of termination by SendOutCards may be due to abuse of these Terms of Use, Fair Use Agreement or other causes as may be stipulated by SendOutCards on SendOutCards’ website, [www.sendoutcards.com](http://www.sendoutcards.com). 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 SOC terminates the Subscriptions for cause. The cause of termination by SOC may be due to abuse of these Terms of Use or other causes as may be stipulated by SOC on SOC’s website, [www.sendoutcards.com](http://www.sendoutcards.com).

7. Warranty Disclaimer. YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, SOC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. SOC 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. SOC 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 SOC 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 SOC, 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, (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 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 SOC 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 SOC from its facilities in the United States of America. SOC 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 SOC, 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 SOC 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 SOC, 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 SOC 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 SOC, shall constitute the entire agreement between you and SOC 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 these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and SOC's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. SOC 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: \_\_\_\_\_

### **SendOutCards Fair Use Policy**

This section covers the details of the Fair Use Policy for Unlimited and Enterprise and any unlimited Heartfelt Prompting card sending subscriptions.

In the details below, the intended purpose of this program is clearly defined. In short, this purpose is for a single user to send an original Heartfelt Prompting card. Additionally, below are parameters set forth by The Company to ensure policy abuse does not ensue.

- Single Card Send – Individual card containing unique personalized messaging (no copy and pasting the same message and/or card repeatedly), sent to one single recipient, one time with an immediate send date.
- Single User Account – All SendOutCards accounts are intended to be used by one individual or entity.
- Return Address - Return address information on the account may not be changed for the intended purpose stated. This includes the first and last name or business name with the corresponding address.
- Unlimited and Enterprise Subscriptions – Offers free unlimited Heartfelt Prompting card sends (see details below). The term of the subscriptions begins on the date of purchase, continuing until the end of the day prior to the anniversary month.

If you fail to comply with this policy, we reserve the right to cancel your subscription.

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SendOutCards (“SOC” or “The Company”) has added a Unlimited and Enterprise subscription package to its offering along with other options. The Unlimited and Enterprise subscriptions (“Subscriptions”) offer free unlimited Heartfelt Prompting card sends. These free and unlimited Heartfelt Prompting card sends are offered during the term of the Subscriptions. The term 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 The Company

terminates the Subscriptions for cause. The cause of termination by The Company may be due to abuse of this policy or other causes as may be stipulated by The Company on the web site.

Free Heartfelt Prompting card sends that are included in the Subscriptions are defined as a single individual card that contains unique personalized messaging (no copy and pasting the same message and/or card repeatedly), 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 users Favorites category. The free Heartfelt Prompting 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, group or system send. The free Heartfelt Prompting card sends do not include cards intended to advertise, sell or promote the sale of any product or service. If a card contains a unique, heartfelt message it can contain up to 20 percent content that is business related. For clarity as long as 80 percent, or more, of the message is heartfelt, then up to 20 percent can be business related. The Company may designate any card as not eligible for a free card send at The Company's 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 their immediate family members. This includes a spouse and any children living in the same household. This does not include extended family members or visiting family members that live in household or are visiting the household. If the account was created for business use then cards may be sent for the business and under the name of the business or the individual that purchased the account and Subscriptions. The account may not be used by multiple employees of a business. Each employee of the business would be required to have their own account if they intend to send cards from that employee of that business. Return address information on the 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. Cards sent by another individual or company that has been contracted or paid to send the cards in place of the account holder are not permitted. All Heartfelt Prompting cards must be sent by the account holder and not a third party.

The SendOutCards system is intended to be accessed through The Company's web site or official iOS/ Android app and not as part of a third party's program or system that has been created to access the systems abilities in any manner not directly programmed or intended by The Company. This includes any system created using macros, scrapping or other technologies developed to bypass the designed 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 access to The Company's system through API as long as it enters into an agreement with The Company prior to use of the system. This does not apply to apps that are programmed and released for use by The Company 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.

Individual accounts are intended to be used on only one system at a time. Accounts may be accessed using any computer system, mobile device or app. However, only one access 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 before logging in on another system.

SendOutCards reserves the right to monitor and control throughput of free Heartfelt Prompting 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 monthly postage limit on free Heartfelt Prompting card use. Free Heartfelt Prompting 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 Heartfelt Prompting 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 Agreement with that user at the same time.

SendOutCards reserves the right to cancel Subscriptions, terminate accounts, and prevent the user from creating any new accounts or Subscriptions if they violate this policy. This applies to any customer or Affiliate with a Affiliate application agreement with The Company. Any user that violates this policy and has any sanctions taken against them may appeal this decision to The Company. The Company will investigate any such requests and will be the final decision maker in all cases.

### **Customer Move Requests**

A customer may be moved from one sponsor to another sponsor within 10 days of enrollment only if an error was made during the initial enrollment process and incorrect information was entered. After the 10 days, if a customer has a complaint about their sponsor they need to submit the details of their complaint to [compliance@sendoutcards.com](mailto:compliance@sendoutcards.com). If the customer desires to change sponsors, they must include the request and a reason for the request in the complaint. The complaint will be investigated and a final non-negotiable decision will be reached by SendOutCards.