

Fair Use Policy for SendOutCards, a Promptings Product

This document covers the Fair Use Policy for any Unlimited Heartfelt Prompting Subscriptions and any program that allows unlimited Heartfelt Prompting Card sending using the SendOutCards mechanism.

In short, the Unlimited Heartfelt Prompting Card purpose is for a single card sender to create a unique message intended for a single recipient. Additionally, below are parameters set forth by The Company to ensure the policy is clear on its Unlimited Heartfelt Prompting Card sending purposes.

- **Heartfelt Prompting Card** – An individual card containing a unique personalized message (no copy and pasting the same message and/or card repeatedly), sent to one single recipient, one time with an immediate send date. The front of a Card may be used from a previous card design saved as a My Custom Card in the SendOutCards system though the message needs to be personalized and unique for each individual the card is being sent to. Utilizing the same message for multiple cards and only changing the name or one or two words, does not make the card message unique. Because of the nature of the Heartfelt card, there is a maximum of 25 cards per day.

- **Single User Account** – All SendOutCards accounts are intended to be used by one individual or entity. Cards should be sent directly by the account user. Hiring a virtual assistant, or admin outside of your business entity to send your heartfelt cards for you does not meet the company’s fair use policy.

- **Return Address** - Return address information on the account may not be changed for the intended purpose stated above that the account is a Single User account. This includes the first and last name or business name with the corresponding address.

- **Unlimited Heartfelt Card Subscriptions** – Offers free Unlimited Heartfelt Prompting Cards (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.

SendOutCards, a Promptings Product, (“SOC” or “The Company”) has added Heartfelt, Unlimited Heartfelt Card Subscriptions and Card Packages to its offering along with other options. The Unlimited Heartfelt Prompting Subscriptions (“Subscriptions”) offer free Unlimited Heartfelt Prompting Cards. These free Unlimited Heartfelt Prompting Cards 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 Unlimited Heartfelt Prompting Cards 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. Utilizing the same message for

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multiple cards and only changing the name or one or two words, does not make the card message unique. 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 Unlimited Heartfelt Prompting Cards 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 Unlimited Heartfelt Prompting Cards 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 the 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. Hiring a virtual assistant, or admin outside of your business entity to send your heartfelt cards for you does not meet the company's fair use policy. 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 Unlimited 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 system's abilities in any manner not directly programmed or intended by The Company. This includes any system created using macros, scraping 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. Utilizing the same message for multiple cards and only changing the name or one or two words, does not make the card message unique. 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 Unlimited 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 daily card maximum on free Unlimited Heartfelt Prompting Card use. Free Unlimited Heartfelt Prompting Card usage is limited to a maximum of 25 cards per day. If a user exceeds

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this amount, free Unlimited 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 day. If excessive abuse of free card 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, 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 this policy. This applies to any customer or Affiliate with an 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.