

Promptings Fair Use Policy

This section covers the details of the Fair Use Policy for former Unlimited and Daily Heartfelt packages, also any program that allows larger numbers or unlimited Heartfelt Prompting card sending subscriptions. This section may also apply to any of the services offered by Promptings' streams.

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 Promptings 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.
- Daily Heartfelt, Daily Heartfelt Plus, former Unlimited and Enterprise Subscriptions – Offers free heartfelt 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 subscriptions and account.

Promptings (“Promptings” or “The Company”) has available in some streams a subscription that includes larger quantities and formerly unlimited Heartfelt Prompting card sends. These free and former 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 Promptings 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 Promptings 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 Promptings 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.

Promptings 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. Promptings will apply a daily card limit on free Heartfelt Prompting card use. Free Heartfelt Prompting card usage is limited to a maximum of 5 (five) cards per day. 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 Promptings 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.

Promptings will contact any Affiliate violating the Fair Use Policy by email. The first contact will contain a warning of the violation and offer to educate the Affiliate. The held cards will be released and mailed as long as they do not exceed the maximum postage or violate any other part of the Fair Use Policy. If the sending of the cards would exceed the maximum postage limit the Affiliate may be offered to have the cards sent as long as they pay the postage for the excessive number of cards. On the second occurrence of a Fair Use Policy violation, all cards may be canceled and the Affiliate will receive an email explaining their continued violation of the policy. If possible, the Affiliate may be offered the opportunity to have their cards sent if they choose to pay any required postage or card costs. If a third occurrence takes place the Affiliate will be notified by email. All the cards will be canceled, the subscription will be canceled, and the Affiliates account will be locked out. The Affiliate may request to have their account reinstated if they agree to follow the Fair Use Policy. If a fourth occurrence takes place, all the penalties of the third occurrence will be implemented and the Affiliate may have their account canceled or may be allowed to continue without being allowed to have a large Free Card Subscription Plan.

Promptings 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.