

## Sendoso For Individuals Terms of Service

The following Sendoso for Individuals Terms of Service (the “**SFI Terms**”) form a binding agreement between you, in your individual capacity (the “**User**,” “**you**,” and “**your**”), and Sender, Inc., a Delaware corporation (“**Sendoso**,” “**we**” and “**us**”), and govern your use of the internet-based application known as Sendoso for Individuals, as described on [www.sendoso.com](http://www.sendoso.com), and the related software, services and websites offered by Sendoso (the “**Service**”).

### A. Account Terms

#### 1. Acceptance of the Terms

By creating an account on the Service (an “**Account**”) or otherwise using the Service, you agree to be bound by these Terms.

#### 2. Account Registration

In order to use most functions of the Service, you must create an Account and become a registered user. You must provide us with complete and accurate information and keep it up-to-date, including a valid work email address and all required billing information.

#### 3. Account Requirements

You may use the Services only if you are 18 years or older and are not barred from using the Services under applicable law.

You may not share your Account or login credentials with other people.

You may not use the Service in violation of export control or sanctions laws of the United States or any other applicable jurisdiction. You may not use the Service if you are or are working on behalf of a Specially Designated National (SDN) or a person subject to similar blocking or denied party prohibitions administered by a U.S. government agency.

#### 4. Account Security

You are responsible for maintaining the confidentiality of your account credentials and must notify us immediately if you become aware of any unauthorized access to or use of your Account. You are responsible for all activity that occurs under your Account.

### C. Sends and Payment

#### 1. Pricing

Creating an Account on the Service is free, subject to these Terms. However you may use the Service to send gifts or other items to other people (“**Sends**”) and you will be charged for the cost of the items you send, pick and pack services, gift cards, shipping and handling, duties VATs, customs and other taxes, and return fees and fees for

rejected shipments for each Send (the **"Send Fees"**). Pricing for each Send will be indicated within the interface of the Service at the time that you purchase the Send.

## 2. Payment Methods

- a. **Credit Card Authorization.** By purchasing a Send, you give us permission to charge your credit card for all Send Fees incurred by you. Sendoso does not store your credit card information itself but instead relies on its third-party credit card processor. By purchasing a Send, you give us permission to share the applicable payment information with our third-party credit card processor.
- b. **Failure to Maintain Credit Card Information.** If you fail to provide or maintain current credit card information with us, we may refuse to complete a Send and/or suspend your Account in our sole discretion and no liability to you.
- c. **Taxes.** You are solely responsible for all taxes, fees, duties and governmental assessments (except for taxes based on Sendoso's net income) that are imposed or become due in connection with your use of the Service.

## 3. Refunds

All Sends are non-refundable. However, if you send an eGift and the eGift is not accepted or redeemed by the recipient, then the purchase price of the eGift will be credited back to your Account Credits as a balance to be used on future Sends (an **"Account Credit"**). are not redeemable for cash in any circumstance.

## D. User Content

### 1. Definitions

- a. **"User Content"** means any images, designs, graphics, text, data, photographs, works of authorship of any kind and information or other materials that you upload to the Service.

### 2. Responsibility for User Content

You may upload User Content to the Service and in some cases may incorporate User Content into certain Sends. You are solely responsible for the content of, and for any harm resulting from, any User Content that you post, upload, link to or otherwise make available via the Service or Sends, regardless of the form of that User Content. We are not responsible for any public display or misuse of your User Content.

By making User Content available on the Service, you represent and warrant that:

- i. You own all intellectual property rights in your User Content or you have obtained all copyrights, trademark rights, rights of publicity and other rights required for you to make your User Content available through the Service and to grant us the rights granted in these Terms;

- ii. the use of your User Content in accordance with these Terms will not infringe the proprietary or intellectual rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights, right of publicity or right of privacy, of any third party;
- iii. if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the User Content, or (ii) secured from your employer a waiver as to all rights in or to the User Content;
- iv. you have fully complied with any third-party licenses relating to your User Content, and have done all things necessary to successfully pass through to end users any required terms;
- v. your User Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- vi. your User Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- vii. your User Content is not obscene, libelous or defamatory, hateful or racially or ethnically objectionable, and does not violate the privacy or publicity rights of any third party;
- viii. your User Content is not advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods; and
- ix. your User Content is not named in a manner that misleads other into thinking that you are another person or company.

### **3. Sendoso May Remove or Restrict User Content**

We do not pre-screen User Content, but we have the right (though not the obligation) to refuse, remove, or hide any User Content that, in our sole discretion, violates these Terms or any Sendoso policies.

### **4. Ownership of User Content**

As between you and Sendoso, you own your User Content - Sendoso does not claim any ownership rights in any User Content that you make available through the Service and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content.

### **5. License Grant to Sendoso**

- a. We need the legal right to do things like host your User Content and incorporate it into your Sends as directed by you as part of the functionality of the Service. You grant us and our legal successors the worldwide, sublicensable, non-exclusive right and license to store, reproduce, display and publicly perform your User Content, and make incidental copies as necessary to render and provide the Service. This includes the right to do things like copy your User Content to our

database and make backups; show it to you and to recipients of your Sends; parse it into a search index or otherwise analyze it on our servers; share it with other users; and perform it.

- b. This license does not grant Sendoso the right to sell your User Content or otherwise distribute or use it outside of our provision of the Service; provided, however, that Sendoso has the right to use your name, and your User Content in connection with Sendoso's marketing and promotional activities without the payment of any compensation to you.
- c. You further acknowledge that Sendoso personnel may access any User Content:
  - i. For support reasons in order to enable us to provide the Service.
  - ii. When access is required for security reasons, including when access is required to maintain ongoing confidentiality, integrity, availability and resilience of the Service.
  - iii. If we have reason to believe the User Content is in violation of the law or of these Terms, we have the right to access, review, and remove them. Additionally, we may be compelled by law to disclose the contents of your User Content.

#### **E. Sendoso Intellectual Property**

Any other provision of these Terms notwithstanding, Sendoso exclusively owns all right, title and interest in and to the Services, including all associated intellectual property rights. You agree that you obtain no intellectual property rights other than the limited licenses explicitly set forth herein.

You may, from time to time, provide us with ideas, suggestions, feedback, recommendations or improvements pertaining to the Service (collectively, "**Feedback**"). You hereby grant us a non-exclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to us on an "as-is" basis without warranties of any kind.

#### **F. Acceptable Use**

Your use of the Service must not violate any applicable laws, including, without limitation, copyright or trademark laws, export control or sanctions laws. You are responsible for making sure that your use of the Service is in compliance with laws and any applicable regulations.

You agree that You will not under any circumstances violate our Acceptable Use Policy available at [\_\_\_\_\_].

#### **G. Copyright Infringement and the Digital Millennium Copyright Act**

If you are a copyright owner and you believe that content on our Service violates your rights, please contact us via email to [copyright@sendoso.com](mailto:copyright@sendoso.com). There may be legal consequences for sending a false or frivolous takedown notice. Before sending a takedown request, please consider legal uses such as fair use and licensed uses.

## **H. Cancellation and Termination**

### **1. Account Cancellation**

You can cancel your Account at any time via the settings menu made available to you in the Service or by emailing us at [support@sendoso.com](mailto:support@sendoso.com).

### **2. Sendoso May Terminate**

We may terminate your access to and use of the Service, at our sole discretion, at any time and without notice or liability to you.

### **3. Effect of Cancellation**

- a. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements, but barring legal requirements, we will delete your User Content approximately 90 days after cancellation or termination (though some information may remain in encrypted backups and caching or references to your User Content may not be made immediately unavailable). This information can not be recovered once deleted.
- b. You will remain liable for any Send Fees incurred prior to cancellation or termination.
- c. All provisions of these Terms which, by their nature, should survive termination will survive termination – including, without limitation: ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## **I. Disclaimer of Warranties**

Sendoso does not warrant that the Service will meet your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service is accurate, reliable or correct; that any defects or errors will be corrected; that the Service will be available at any particular time or location; or that the Service is free of viruses or other harmful components. You assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, content or other material obtained from the Service.

SENDOSO PROVIDES THE SERVICE "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

## **J. Limitation of Liability**

You understand and agree that we will not be liable to you or any third party for any loss of profits, use, goodwill, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from:

- the use, disclosure, or display of your User Content;
- your use or inability to use the Service;
- any modification, price change, suspension or discontinuance of the Service;
- the Service generally or the software or systems that make the Service available;
- unauthorized access to or alterations of your transmissions or data;
- statements or conduct of any third party on the Service;
- any other user interactions that you input or receive through your use of the Service; or
- any other matter relating to the Service.

Our liability is limited whether or not we have been informed of the possibility of such damages, and even if a remedy set forth in these Terms is found to have failed of its essential purpose. We will have no liability for any failure or delay due to matters beyond our reasonable control.

OUR MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THESE TERMS AND THE SERVICE SHALL NOT EXCEED THE GREATER OF (1) TOTAL AMOUNT OF SEND FEES PAID OR PAYABLE BY YOU TO COMPANY DURING THE TWELVE MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES OR (2) \$100.

#### **K. Indemnification**

You agree to indemnify us, defend us, and hold us harmless from and against any and all claims, liabilities, and expenses, including attorneys' fees, arising out of (1) your use of the Service, (2) your User Content or (3) your violation of these Terms, provided that you may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases Sendoso of all liability.

#### **L. Content Posted on Other Websites**

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which Sendoso links or with which the Service integrates. Sendoso does not have any control over those non-Sendoso websites and services, and is not responsible for their contents or their use. By linking to a non-Sendoso website or webpage, Sendoso does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Sendoso disclaims any responsibility for any harm resulting from your use of non-Sendoso websites and services.

#### **M. Changes to these Terms**

These Terms are subject to occasional revision. We will notify you of any changes to these Terms by posting the new Terms on the Service and updating the "Last Updated" date. We will also notify you of material changes by sending an email to the email address you have provided to us. For existing User, any changes to these Terms will be effective thirty calendar days following notification of such change, and for new users entering into these Terms after the new "Last Updated" date, these changes will be effective immediately. Continued use of the Service

following such changes will indicate your acknowledgement of such changes and agreement to be bound by the updated version of these Terms.

## **N. Miscellaneous**

### **1. Entire Agreement**

These Terms constitute the entire and exclusive understanding and agreement between Sendoso and you regarding the Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements. If for any reason an arbitrator or court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

### **2. Notices**

Any notices or other communications provided by us under these Terms, including those regarding modifications to these Terms, will be given by us: (i) via e-mail; or (ii) by posting to the Service. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

### **3. Governing Law**

Except to the extent applicable law provides otherwise, these Terms and your access to or use of the Service are governed by the federal laws of the United States of America and the laws of the State of California, without regard to conflict of law provisions. You and Sendoso agree to submit to the exclusive jurisdiction and venue of the courts located in the County of San Francisco, California.

### **4. Class Action Waiver**

You and Sendoso agree that all claims brought against the other must be brought in such party's individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action or other representative proceeding, except to the extent such restriction is prohibited by applicable law.

### **5. Non-Assignability**

Sendoso may assign or delegate these Terms of Service, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service without our prior written consent, and any unauthorized assignment and delegation by you is void.

### **6. Severability, No Waiver, and Survival**

If any part of these Terms is held invalid or unenforceable, that portion of these Terms will be construed to reflect the parties' original intent. The remaining portions will remain

in full force and effect. Any failure on the part of Sendoso to enforce any provision of these Terms will not be considered a waiver of our right to enforce such provision.

Last Updated: October \_\_, 2020