

General Terms of Service

Last updated October 19, 2025

By visiting any of our Sites and Apps that link to these Terms, you signify your assent to these Terms and our [Privacy Policy](#), which is incorporated herein by reference. Any products ordered or services accessed through the use of our Sites and Apps are also governed by these Terms. We may revise these Terms from time to time by posting a revised version. YOUR CONTINUED USE OF ANY OF THE SITES AND APPS AFTER WE POST ANY CHANGES CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES. IN ADDITION, BY ORDERING PRODUCTS OR USING OUR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, REVIEWED, AND UNDERSTAND THESE TERMS IN THEIR ENTIRETY, YOU AGREE TO THESE TERMS AND THE PRIVACY POLICY AND THESE TERMS CONSTITUTE BINDING AND ENFORCEABLE OBLIGATIONS ON YOU.

NOTE: THESE TERMS OF USE CONTAIN AN ARBITRATION AND CLASS ACTION WAIVER PROVISION IN THE “ARBITRATION” SECTION BELOW (SECTION 19) THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS OF USE AND WITH RESPECT TO ANY DISPUTES BETWEEN YOU AND US OR OUR AFFILIATES.

1. YOUR USE OF OUR SITES AND APPS

You may access and use our Sites and Apps solely for your personal, noncommercial use. Except for activity explicitly permitted in these terms,, our Sites and Apps may not be reproduced, duplicated, copied, sold, resold, visited, reverse-engineered or otherwise exploited for any commercial purpose without our prior written consent. We reserve the right to change or discontinue our Sites and Apps, in whole or in part, at any time at our sole discretion.

Subject to and conditioned upon your compliance and agreement with these Terms, we grant to you a non-exclusive, non-transferable, limited right and license, without right of sublicense, to access and use our Sites and Apps, including any images, text, graphics, sounds, data, links and other materials incorporated into our Sites and Apps (other than your User Submitted Materials as defined below), solely as made available by us and solely for your own personal purposes. Unless expressly authorized by these Terms, you may not use, reproduce, distribute, modify, transmit or publicly display any portion of our Sites and Apps or create derivative works of any portion of our Sites and Apps without our prior written authorization. While using any of our Sites and Apps, you agree not to:

- Access or attempt to access images that you do not own or accounts that are not your accounts , unless given permission by the subject of the image(or, in the case of a minor, the image subject's parent or legal guardian);
- Defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including, without limitation, others' privacy rights or rights of publicity;

- Impersonate any person or entity, generate misinformation, misrepresentations, or misleading content, or use any fraudulent, misleading or inaccurate email address or other contact information;
- Use our Sites or Apps to store, transfer, or distribute content of or on behalf of third parties, to operate your own file storage application or service, or to operate a photography business or other commercial service;
- Restrict or inhibit any other user from using any of our Sites and Apps, including, without limitation, by means of “hacking” or defacing or damaging any portion of our Sites and Apps;
- Violate any applicable laws or regulations;
- Spam others with our service;
- Transmit any software or other materials that contain any viruses, worms, trojan horses, defects, or other destructive items, or take any action that would abuse, harm, interfere with, or disrupt our Sites and Apps;
- Modify, adapt, translate, distribute, reverse engineer, decompile or disassemble any portion of our Sites and Apps; and
- Crawl, scrape, or spider any aspects of our Sites or Apps;
- Upload to, transmit through, or display on any of our Sites and Apps (a) any material that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes our or any third party’s intellectual property or other rights; (b) any confidential, proprietary or trade secret information of any third party; or (c) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);
- Remove any copyright, trademark or other proprietary rights notices contained in or displayed on any portion of our Sites and Apps;
- Display or generate adult nudity, inappropriate child nudity, or sexually explicit content;
- Upload or generate images of people who have not given permission for their photographs to be uploaded or shared; and
- Post or produce any objectionable material, such as material containing hate or malicious content or offers for adult services, or material inciting or advocating terrorism or violence, or attempt to override or circumvent safety filters.

2. YOUR MEMBER ACCOUNT

Our Sites and Apps allow you to create a member account by registering your name, creating a password, and providing certain information about yourself. The Site or App you register with may provide single sign-on functionality; which allows us to offer features such as the ability to use your Poste Card account credentials across our integrated Sites and Apps where available. You agree to provide complete, current and accurate information about yourself as requested, and that you will keep that information up to date. You are responsible for safeguarding the confidentiality of your username and password that you use to access your member account on our Sites and Apps. You agree not to disclose your username or password to any third party. **YOU AGREE THAT YOU ARE SOLELY AND FULLY RESPONSIBLE FOR ANY ACTIVITIES**

OR ACTIONS TAKEN UNDER YOUR ACCOUNT, WHETHER OR NOT YOU HAVE AUTHORIZED SUCH ACTIVITIES OR ACTIONS. You will immediately notify us of any unauthorized use of your account on any of our Sites and Apps.

In order to create a member account with any of our Sites and Apps, you must be at least 18 years of age. You represent to us that you are at least 18 years old. If you are not, please do not set up an account with any of our Sites and Apps.

3. MAKING PURCHASES

If you wish to make any purchase of any products or services through any of our Sites and Apps, we will ask you to supply certain information applicable to your purchase, including, without limitation, payment and other information. Any such information will be treated as described in our Privacy Policy. All information that you provide to us or our third party payment processor must be accurate, current and complete. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MEANS USED TO INITIATE ANY TRANSACTION. You agree to pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. It may be necessary to verify some applicable information prior to purchase.

Descriptions, images, references, features, content, specifications, products, price and availability of any products or services are subject to change without notice, and our current prices can be found on our Sites and Apps. We make reasonable efforts to accurately display the attributes of our products, including the applicable colors; however, the actual color you see will depend on your computer system or phone or whatever device that you use to access our products. We cannot guarantee that your device will accurately display such colors. The inclusion of any products or services on our Sites and Apps at a particular time does not imply or warrant that these products or services will be available at any time. It is your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) in regard to the possession, use and sale of any item purchased through our Sites and Apps. By placing an order, you represent that you are purchasing these products with a lawful manner only. We reserve the right, with or without prior notice, to limit the available quantity of or discontinue any product or service; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from making any or all purchase(s); and/or to refuse to provide any user with any product or service.

We make all personalized products to order, and we reserve the right to charge your payment account method immediately when you place your order for such products. Title and risk of loss for any purchases pass to you upon our delivery to our carrier. We reserve the right to ship partial orders (at no additional cost to you).

4. CONTESTS AND SWEEPSTAKES

In addition to the terms and conditions of these Terms, any contests, sweepstakes, surveys, games or similar promotions (collectively, "Promotions") made available through our Sites and Apps may be governed by specific rules that are separate from this Agreement. By participating in any such Promotion, you will become subject to those rules, which may vary from these Terms. We strongly suggest that you review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our Privacy Policy which, in addition to these Terms, governs any information you submit in connection with such Promotion. To the extent that the terms and conditions of such rules conflict with these Terms, the terms and conditions of such rules will control.

5. WEB ADDRESSES (URLS)

As part of our services, we may provide you with access to and use of certain personalized pages and the corresponding web addresses (URLs) you choose. However, that does not mean we guarantee the availability or permanence of any particular webpage or URL, and we reserve the right, at any time and in our sole discretion, to reclaim, suspend, terminate and/or transfer any such web page or URL. In such cases, we may, at our option, provide you with another web page and URL.

6. THIRD-PARTY SITES, SOFTWARE AND SERVICES

Our Sites and Apps may direct you to sites, software or services owned or operated by third parties ("Third Party Properties"). We have not reviewed all of the Third Party Properties to which you may be directed and we have no control over such Third Party Properties. We have no control over and are not responsible for (a) the content and operation of such Third Party Properties, or (b) the privacy or other practices of such Third Party Properties. The fact that our Sites and Apps direct you to such Third Party Properties does not establish or suggest any approval or endorsement of any such Third Party Properties by us. We direct you to such Third Party Properties only as a convenience. You are responsible for the costs associated with such Third Party Properties, including any applicable license fees and service charges. Accordingly, we strongly encourage that you become familiar with the terms of use and practices of any such Third Party Properties.

It may be the case that other sites will link to our site without prior authorization or consent from us. We do not endorse such sites, and are not and will not be responsible or liable for any links from those sites to our Sites and Apps, any content, advertising, products or other materials available on or through such other sites, or any loss or damages incurred in connection therewith.

YOU AGREE THAT YOUR USE OF THIRD PARTY SITES, SOFTWARE AND SERVICES INCLUDING, WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH

SITES, SOFTWARE AND SERVICES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES, SOFTWARE AND SERVICES.

We will have the right, at any time and in our sole discretion, to block links to our Sites and Apps through technological or other means without prior notice.

7. SOCIAL MEDIA AND OTHER SERVICES

While using our services, you have the option of granting us access to your account(s) with certain third-party social media and other services, such as Facebook, Instagram, Google Photos, Flickr, Twitter, SmugMug, TikTok, and others (each, an “SNS”). Provided an SNS permits this, we can capture and make available on the Site and through the Apps the photos and other content that you have stored in your account(s) with such SNSs (“SNS Content”). By allowing us access to your SNS Content, you understand that we will access, make available and store (if applicable) your SNS Content so that it is available on the Site and through our Apps. We are not responsible for any SNS Content stored on an SNS that you choose to make available on the Site and through our Apps. Depending on the SNS you choose and subject to the privacy settings you have set in your SNS account(s), personally identifiable information that you post to your SNS account(s) will be available on the Site and through our Apps. Please note that should an SNS account become unavailable or should an SNS terminate our access to your SNS account(s), Content from that SNS may no longer be available on the Site and through our Apps. It is your responsibility to be aware of such actions. You have the ability to disable the connection between the Site and Apps and your SNS account(s), at any time, by accessing the “Settings” section of the Site and Apps. PLEASE NOTE THAT YOUR RELATIONSHIP WITH EACH SNS, INCLUDING YOUR RIGHTS WITH RESPECT TO ANY CONTENT THAT YOU PROVIDE TO AN SNS AND THE STORAGE OF SUCH CONTENT, IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH SNS.

8. MATERIALS SUBMITTED BY CUSTOMER

Any materials submitted by you, including, without limitation, photographs, videos, images, text, graphics and other materials (collectively, “User Submitted Materials”) are subject to the following terms and conditions:

- You will retain ownership of such User Submitted Materials, and you grant us and our designees a worldwide, non-exclusive, transferable, royalty-free, perpetual irrevocable right and license, with right of sublicense (through multiple tiers), to use, reproduce, distribute (through multiple tiers), create derivative works of and publicly display such User Submitted Materials solely in connection with the production or provision of any product or service you request or to show you how your User Submitted Materials would appear in our products or services. For example, when you place an order for a product, we will prepare, manipulate (if necessary), and transmit the User Submitted Materials for production, packaging and shipment. Similarly, if you want to share a postcard with your

friends and family, we will accommodate your request by making your photographs available to your friends and family to download and/or to use and create projects of their own, and to purchase products with those photographs.

- Please be aware, while you retain ownership of your User Submitted Materials, any template or layout in which you arrange or organize such User Submitted Materials through tools and features made available through any of our Sites and Apps are not proprietary to you, those are our copyright and therefore the rights to such templates or layouts will remain with us.
- You represent and warrant that you own or in a sufficiently legal manner possess all necessary rights with respect to the User Submitted Materials, and that the User Submitted Materials do not and will not infringe, misappropriate, use or disclose without authorization or otherwise violate any copyright, trademark, trade secret right or other intellectual property or other property right of any third party, and that the User Submitted Materials are not unlawful, fraudulent, threatening, abusive, hateful, libelous, defamatory, obscene, confusingly similar to brands or branded products sold by others or otherwise objectionable. You as a user of this product are responsible for any such violations of these rules that you commit with our products.
- You agree that we may (but are not obligated to) filter any User Submitted Materials (including, without limitation, deleting or replacing expletives or other harmful or offensive language), refuse to use any User Submitted Materials (including, without limitation, suspending processing and shipping of any order relating to any User Submitted Materials) and/or disclose any User Submitted Materials and the circumstances surrounding the use thereof, to any third party in order to provide the applicable products or services, to enforce these Terms or to comply with legal obligations or governmental requests.
- You consent to the use of your likeness, and you have obtained the written consent, release, and/or permission of every identifiable individual who appears in User Submitted Materials to use such individual's likeness, for purposes of using and otherwise exploiting the User Submitted Materials in the manner contemplated by these Terms, or, if any such identifiable individual is under the age of eighteen (18), you have obtained such written consent, release and/or permission from such individual's parent or guardian (and you agree to provide to us a copy of any such consents, releases and/or permissions upon our request). If you do submit a submission that contains the likeness of an identifiable individual under the age of eighteen (18), we strongly encourage you not to include any identifying information (such as the individual's name or address) with such User Submitted Materials.
- You agree to indemnify and hold us, our directors, officers, shareholders, employees, contractors, agents, representatives, affiliates, and third party users harmless from and against any and all claims, causes of action, liabilities, damages, losses, expenses and costs (including, without limitation, attorneys' fees) that arise directly or indirectly out of or from: (i) your violation of these Terms, any other agreement or terms of use with us, any representation or warranty contained herein or therein or any applicable law; (ii) your User Submitted Materials; (iii) your activities in connection with obtaining any products or

services from us, or (iv) any activity related to access to or use of your account by you or any other person.

- We may remove User Submitted Materials that violate these Terms from our Sites and Apps; provided, however, that we have no obligation to remove User Submitted Materials in response to user reports or requests. We are not responsible for, and are not liable for, the removal, non-removal or loss of any User Submitted Materials from our Sites and Apps. We suggest you keep back-up copies of your User Submitted Materials on your hard drive or other personal system.

9. COPYRIGHT AND TRADEMARK ISSUES

While we are not obligated to review User Submitted Materials for copyright or trademark infringement, we are committed to protecting copyrights and trademarks and expect users of our Sites and Apps to do the same. The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. It is Poste Card’s policy, in appropriate circumstances, to terminate the accounts of users who are repeat infringers or are repeatedly charged with infringement.

DMCA Take-Down Notice

If you believe in good faith that any material used or displayed on or through our Sites and Apps infringes your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked.

Your notice to use must include the following information:

- (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) identification of the copyrighted work that you claim was been infringed (or if multiple copyrighted works are covered by a single notification, a representative list of such allegedly infringed works);
- (c) identification of the material that you claim is infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on our Sites and Apps;
- (d) the name, address, telephone number and email address (if available) and additional relevant contact information of the complaining party;
- (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law (e.g., as a fair use); and

(f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

DMCA Counter-Notice

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.copyright.gov> for details.

A counter notice must include all of the following information:

- Your signature, which may be provided electronically by typing your name
- Identification of the material that has been removed or to which access has been disabled. For listings, please provide the listing URL to each item before it was removed or disabled
- A statement that you consent to the jurisdiction of the Federal Court for the judicial district in which you are located, or if your address is located outside the United States, for any judicial district in which Poste Card is located, and that you will accept service of process from the person who provided the original notification or an agent of such person
- A statement made under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material
- Your name, address, telephone number, and email address.

If you misrepresent that material is not infringing, you may be liable for damages (including costs and attorneys' fees). If you are not sure whether or not the material is infringing, please contact an attorney before submitting a counter notice. Fraudulent or abusive counter notices or other misuse of Poste Cards's Intellectual Property Policy may result in account termination or other legal consequences.

DMCA notices and counter-notices regarding our Sites and Apps, or notices concerning trademark use in personalized products we make or in our Sites and Apps, should be sent to:

Poste Card, LLC
Attn: Legal
1429 E Lomita Ave.
Orange, CA 92867

Email: info@poste-card.com

10. DISCLAIMER OF WARRANTIES

APART FROM THE EXPLICIT WARRANTIES FOUND WITHIN THESE TERMS, OUR OFFERINGS, INCLUDING ALL CONTENT AND COMPONENTS INCORPORATED THEREIN, ARE FURNISHED "AS IS" AND WITHOUT ANY GUARANTEES WHATSOEVER, WHETHER EXPRESSED OR IMPLIED. TO THE MAXIMUM DEGREE ALLOWABLE UNDER APPLICABLE STATUTES, WE, ALONG WITH OUR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, AND AFFILIATES, REJECT ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED. THIS INCLUDES, BUT IS NOT LIMITED TO, IMPLIED GUARANTEES OF OWNERSHIP, NON-INFRINGEMENT, CORRECTNESS, MERCHANTABILITY, AND SUITABILITY FOR A SPECIFIC INTENDED USE, AS WELL AS ANY WARRANTIES THAT MIGHT ARISE FROM A COURSE OF CONDUCT, PERFORMANCE, OR CUSTOM OF TRADE. NOTE: BECAUSE CERTAIN APPLICABLE LAW MAY NOT PERMIT THE OMISSION OF IMPLIED WARRANTIES, A PORTION OF THE ABOVE EXCLUSIONS MAY NOT PERTAIN TO YOU. NO DECLARATION MADE BY US OR BY ANY OF OUR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, OR AFFILIATES SHALL CONSTITUTE A WARRANTY OTHER THAN THOSE SPECIFICALLY STATED IN THESE TERMS.

11. LIMITATION OF LIABILITY

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER WE NOR ANY OF OUR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, OR AFFILIATES (COLLECTIVELY, THE "POSTE CARD PARTIES") WILL BE HELD RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE LOSSES (INCLUDING, WITHOUT RESTRICTION, DAMAGES FOR LOST BUSINESS, PROFITS, USE, OR DATA). THIS APPLIES REGARDLESS OF WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL FRAMEWORK, EVEN IF THE Poste Card PARTIES HAVE KNOWLEDGE OF THE POTENTIAL FOR SUCH LOSSES. THIS EXCLUSION OF LIABILITY COVERS CLAIMS STEMMING FROM OR RELATING TO OUR PROVISION OF (OR FAILURE TO FURNISH) PRODUCTS OR SERVICES, OR FROM UNAUTHORIZED ACCESS OR CHANGES TO YOUR SUBMISSIONS OR DATA, EVEN IF A REMEDY MENTIONED HEREIN IS DETERMINED TO HAVE FAILED ITS CORE PURPOSE. YOU ACKNOWLEDGE THAT THE Poste Card PARTIES ARE NOT RESPONSIBLE FOR ANY LIBELOUS, OFFENSIVE, OR UNLAWFUL BEHAVIOR OF OTHER USERS OR EXTERNAL PARTIES, AND THAT THE DANGER OF INJURY FROM SUCH ACTIVITIES IS YOUR RESPONSIBILITY. FURTHERMORE, THE Poste Card PARTIES ASSUME NO RESPONSIBILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY MATERIAL THAT IS UPLOADED. IF YOU ARE DISSATISFIED WITH PRODUCTS, YOUR ONLY OPTION IS A REFUND; IF YOU ARE DISSATISFIED WITH SERVICES, YOUR ONLY OPTION IS TO CEASE USING THEM. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF THE Poste Card PARTIES CONNECTED TO OUR PROVISION OF (OR FAILURE TO PROVIDE) PRODUCTS OR SERVICES SHALL NOT EXCEED THE

ACTUAL AMOUNT YOU PAID FOR THEM. NOTE: BECAUSE CERTAIN JURISDICTIONS MAY PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL, OR OTHER SPECIFIC TYPES OF DAMAGES, SOME OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

12. POLICY FOR SUBMITTING IDEAS

A number of our customers are interested in providing concepts and recommendations for products and services for use on our Sites and Apps, either separately or in conjunction with our internal concepts. We value our customers' interest in improving our Sites and Apps; nonetheless, please be aware that any such concepts or recommendations you turn over will become our property, and you hereby irrevocably give us any intellectual property rights in those concepts and recommendations. Should you wish to retain any intellectual property rights in your concepts and recommendations (patents, trade secrets, copyright, trademarks, etc.), do not submit them to us without obtaining our prior written approval. You may seek this approval by sending a written inquiry to Poste Card, LLC, Attn: Idea Submission, 1429 E Lomita Ave, Orange, CA 92867. We will reach out to you if we are interested in exploring any of your ideas or suggestions. Please note that we may request an additional legal agreement to properly evaluate your concept or suggestion.

13. NOTICE FOR USERS IN CALIFORNIA

This message is for our users located in California: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs can be reached by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at either (916) 445-1254 or (800) 952-5210.

14. INTELLECTUAL PROPERTY STATEMENTS

SOME SECTIONS of our Sites and Apps are protected by the U.S. Patents listed here and by other issued U.S. patents and pending U.S. patent applications. Our Sites and Apps are copyright ©Poste Card, LLC. All rights are reserved.

All service marks and trademarks on any of our Sites and Apps that are not owned by us belong to their respective proprietors. Poste Card is the owner of the registered trademarks and logos listed here. The trade names, trademarks, and service marks owned by us, whether formally registered or not, must not be utilized in connection with any product or service that is not ours, in a way that is likely to create confusion. Nothing on any of our Sites and Apps should be interpreted as bestowing, through implication, estoppel, or otherwise, any license or right to use any of our trade names, trademarks, or service marks unless we have given our explicit prior written consent.

15. ISSUES OF JURISDICTION

Our Sites and Apps are operated and governed from the United States. They are not subject to the laws or jurisdiction of any state, country, or territory other than the United States. We do not

affirm or guarantee that any part of our Sites and Apps, products, and/or services is suitable or accessible for use in any particular legal area. Individuals who opt to access Poste Card do so independently and at their own peril, and are responsible for obeying all applicable laws, rules, and regulations. We reserve the right to restrict the availability of our Sites and Apps, in whole or in part, to any person, geographic region, or jurisdiction we choose, at any time and at our sole discretion.

16. GOVERNING LAW; LOCATION; TIME LIMIT FOR CLAIMS

Please read this provision attentively, as it impacts your legal rights. These Terms and your relationship with Poste Card (past, present, and future) are controlled by and interpreted in accordance with the laws of the state where you were invoiced for your purchase of the Poste Card product or service that is the subject of this Agreement, disregarding that state's conflict of law provisions, and except when superseded by or inconsistent with federal law. Both you and Poste Card agree that if any claim or cause of action arising from or connected to the Poste Card service or these Terms of Use has a statute of limitations longer than two years, such claim or cause of action must be initiated within two years after it first arose or it will be permanently excluded. To the extent any claim, cause of action, or request for relief is not subject to mandatory arbitration under Section 19 below, you and Poste Card consent to the exclusive authority of any State or Federal court situated in Orange County, California, United States of America, and relinquish any jurisdictional, venue, or inconvenient forum objections to those courts.

17. GENERAL PROVISIONS

If any part of these Terms, or its applicability to any person, place, or circumstance, is deemed or held to be invalid, void, or otherwise legally unenforceable, that provision will be enforced to the maximum degree possible, or, if unenforceable, will be treated as though it was removed from these Terms. The remaining Terms and such provisions as applied to other persons, places, and circumstances will still be in full force and effect. No act by either party to overlook any breach or default hereunder will be considered a waiver of any prior or later breach or default, nor will any hesitation or failure on the part of either party to take advantage of any right or remedy it has or may have hereunder be interpreted as a waiver of that right or remedy. This document constitutes the full agreement between us concerning the subject matter herein and replaces any and all previous or concurrent written or oral agreements between us with respect to that subject matter. You cannot transfer or sublicense these Terms without our prior written consent. These Terms cannot be changed or modified except as outlined in the introductory section of these Terms. Any heading, caption, or section title is included only for ease of reference and does not in any way define or explain any section or provision of this document. If you have any questions or comments about these Terms, please contact: info@poste-card.com.

18. ENDING THE AGREEMENT

Either party—you or we—has the right to terminate your access to our Sites and Apps and to your account at any time, with or without reason, and with or without advance notification.

Without limiting the above, we may terminate your access if you do not comply with these Terms. Immediately upon termination for any reason, your right to use and/or view our Sites and Apps will stop. Upon termination, you will no longer have access to, and we may permanently remove, any information, files, or materials in or related to your account, including, but not limited to, any User Submitted Materials. Upon termination, Poste Card is authorized to delete all information, files, and materials associated with your account, including any User Submitted Materials, and we are not obligated to save or make any such items available to you. You agree that we will have no responsibility whatsoever to you or any other party as a result of the ending of your access to our Sites and Apps and to your account and/or as a result of the removal or loss of any information, files, or materials in or connected to your account.

19. ARBITRATION PROVISION

Please read this carefully as it impacts your legal rights. If you are a Poste Card customer in the United States (including its territories and possessions), you and Poste Card mutually agree that any dispute, claim, or controversy affecting a Poste Card product or service, these Terms of Use and this Arbitration Agreement, or your affiliation with Poste Card (past, present, or future) must be resolved by binding arbitration or in small claims court. Arbitration is less formal than a lawsuit in court. Arbitration utilizes a neutral party (an arbitrator) instead of a judge or jury, permits more limited information gathering than in court, and is subject to very minor judicial review. Arbitrators possess the authority to grant the same damages and relief that a court can award. You agree that, by accepting these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this clause, and that both you and Poste Card are forfeiting the right to a jury trial or to participate in a class action. This arbitration clause shall remain in effect after the termination of this Agreement and the termination of your Poste Card account.

If you decide to pursue arbitration or file a small claims court action, you must first deliver to Poste Card, via certified mail, a written Statement of your claim (a "Notice"). The Notice to Poste Card must be addressed to: General Counsel, Poste Card, LLC, 1429 E Lomita Ave, Orange, CA 92867 (the "Notice Address"). If Poste Card initiates arbitration, it will send a written Notice to the email address linked to your account. A Notice, whether sent by you or by Poste Card, is required to (a) outline the nature and basis of the claim or dispute; (b) specify the relief sought and the basis for the calculations; (c) include your name, the email address associated with your Poste Card account, your current phone number, mailing address, and email address, and your signature; and (d) if you have hired an attorney, your signed statement granting Poste Card permission to share your confidential account records with your attorney if required to resolve your claim. If Poste Card and you cannot reach an agreement to resolve the claim within 60 days after the Notice is received, you or Poste Card may (i) start an arbitration proceeding or (ii) file a claim in small claims court for individual disputes or claims that fall within that court's jurisdiction. In addition, Either party may invoke any applicable arbitration rules allowing parties to choose a small claims court option for an individual dispute. The parties agree that the notice required by this Section is a fundamental part of these Terms.

You may download or copy a Notice template and a form to commence arbitration at www.adr.org.

With the exception of “Mass Arbitrations,” as defined below, all arbitrations will be subject to the Consumer Arbitration Rules (collectively, the “AAA Rules”) of the American Arbitration Association (“AAA”), as altered by this Agreement, and will be conducted by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. Unless Poste Card and you otherwise agree, any arbitration hearings will occur virtually or in the county where you reside.

In the event that 25 or more demands for arbitration are filed concerning the same or similar subject matter and involve common issues of law or fact, and counsel for the parties making the demands are the same or coordinated, you and Poste Card agree that the demands will constitute a “Mass Arbitration.” If a Mass Arbitration is initiated, you and Poste Card agree that it will not be governed by the AAA Rules or administered by the AAA. Instead, a Mass Arbitration shall be overseen by National Arbitration & Mediation (“NAM”), a nationally recognized arbitration provider, and shall abide by the NAM rules in effect when the Mass Arbitration is filed as modified by this Agreement, including the NAM Mass Filing Supplemental Dispute Resolution Rules, but excluding any rules that allow for arbitration on a class-wide basis (collectively, the “NAM Rules”). The NAM Rules are accessible at www.namadr.com or by calling 1-800-358-2550. You and Poatecard agree that if either party declines or fails to commence the Mass Arbitration before NAM, you or Poste Card may seek an order from a court of suitable jurisdiction requiring adherence to this agreement and requiring administration of the Mass Arbitration before NAM. While awaiting resolution of any such requests to a court, you and Poste Card agree that all arbitrations part of the Mass Arbitration (and any obligation to pay arbitration fees) shall be suspended. You and Poste Card recognize that either party’s failure to abide by this paragraph would cause irreparable injury to the other, and you and Poste Card agree that a court may issue an order suspending the arbitrations (and any obligation to pay arbitration fees) until any disagreements regarding the provisions of this paragraph are resolved by the court, including any disagreements about the suitability of the Mass Arbitration process.

The arbitrator must adhere to the terms of this Agreement. The arbitrator will decide all issues, including issues concerning the scope and enforceability of this arbitration agreement. No matter how the arbitration is conducted, the arbitrator must provide a detailed written decision adequate to explain the essential findings and conclusions that form the basis of the award.

Except for what is explicitly set forth herein, the payment of all filing, administration, and arbitrator fees will be determined by the rules of the relevant dispute resolution provider (i.e., the AAA Rules or the NAM Rules). Your and Poste Cards’s right to recover attorneys’ fees, costs, and arbitration fees, shall be determined by the laws that govern the parties’ dispute, as well as any relevant arbitration rules.

YOU AND POSTE CARD AGREE THAT EACH MAY ONLY FILE CLAIMS AGAINST THE OTHER IN YOUR OR ITS OWN CAPACITY, AND NOT AS A PLAINTIFF OR MEMBER OF A CLASS IN ANY ALLEGED CLASS OR REPRESENTATIVE PROCEEDING. The arbitrator may

grant declaratory or injunctive relief solely in favor of the individual party seeking relief and only to the extent required to provide relief justified by that party's individual claim. If any provision of this paragraph is judged to be unenforceable with respect to any claim or any specific remedy for a claim (such as a request for public injunctive relief), then the parties agree that only that claim or specific remedy must be decided by a court after all other claims and requests for relief are arbitrated.

20. POSTE CARD'S PRIVACY TERMS

View our Privacy Policy by visiting:

<https://docs.google.com/document/d/1nef6T3bUHLmV9k2JWa25iD6jn2J6jU4Y2POphd3gm8Q/edit?usp=sharing>

ADDITIONAL TERMS SPECIFIC TO SERVICES

Mobile Applications – General

Before utilizing any of our mobile applications (an "App" or "Apps"), we may require you to install a valid copy of the App on your mobile device, register an account, enter your account information into the App as prompted, and satisfy certain hardware and connection requirements which may be adjusted as the App develops. You are responsible for any costs related to internet connection and/or mobile carrier charges that you incur when accessing or using an App. If you remove an App from your mobile device, you may lose the ability to use all or some of the App's features. We make reasonable attempts to accurately represent the attributes of any photographs in products that you order through an App, including the colors of those photographs; however, the actual color you see depends on your mobile device, and we cannot ensure that your mobile device will correctly display such colors.