Paperless Post Terms of Service

Effective Date: August 2, 2019

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Welcome to Paperless Post. The services are provided to you by Paperless Inc., a U.S. corporation (“Paperless Post” “we”, “us”, “ours”) available (i) at our website www.paperlesspost.com (including mobile site and Paperless Post Blog) (“Website”), and (ii) on our mobile applications (“Apps”) available to download on mobile and tablet devices (collectively “Site”), subject to the following terms of service (“Terms”), which may be updated by us from time to time without prior notice to you. You should periodically visit this page to review the current Terms so you are aware of any revision to which you are bound. The Paperless Post Privacy Policy, located at https://www.paperlesspost.com/privacy-policy, is incorporated by reference into these Terms. In addition, when using certain services and/or features, you shall be subject to any additional terms applicable to such services that may be available on the Site from time to time.

BY VISITING THE SITE AND USING ITS SERVICES, YOU AGREE TO THESE TERMS; IF YOU DO NOT AGREE, DO NOT USE THE SITE OR ANY OTHER PAPERLESS POST SERVICES.

The Service

Description of Service: Paperless Post is an online platform to create, send, distribute and receive custom digital invitations and stationery (collectively “invitations” or “Cards” and “Flyers”) and provide event management tools and services to help people gather more easily and meaningfully in real life (collectively “Services”). Our products and Services provide hosts with online tools to design, and distribute invitations with features to facilitate and manage events (“Host” or “Sender”), and provide guests with ability to communicate their response and utilize services to participate in the event (“Guest” or “Receiver”). All Hosts, Guests and
browsers who access or interact with the Site and Apps (as defined below) are considered users of the Services ("Users"). Paperless Post is committed to ensuring that the Site is accessible to all Users click here for more information. Our Service may also integrate or otherwise link to products and services offered by third parties, including a web-to-print product vendor, gift registries and other products and services to facilitate and manage events. Such third party products and services may be subject to the additional and/or alternate terms and conditions and privacy policies of the third party providers.

Age: Paperless Post takes a child’s privacy very seriously. Our Service is not designed or intended to be used by children. If you are under 13 years of age, you are not authorized to use the Service, with or without registering. In addition, if you are between 13 and 18 years of age, you may use the Service, with or without registering, only with the approval of your parent or guardian.

Your registration obligations: You must register with Paperless Post in order to access certain functions and features of the Service, and maintain a personal account on the Site. Only a registered Host may use the Service to design, save, send through the Site or create a link to distribute invitations off the Site (including Host’s personal SMS, email or messaging apps), and track, collect responses, message and manage events on the Site event page ("Event Page"). Only a registered Host or Guest may login to the Site and access their personal account history of events sent or received (for both past and upcoming events), upload and store address book contacts, upload event photos, send messages through the Site, and manage real-time email and push notifications in their Website and Apps account settings. Any Guest can RSVP to an invitation or leave comments on the Site Event Page, without becoming a registered User. If you choose to register for the Service, you agree to provide and maintain current and accurate information about yourself as prompted by the Service’s registration form. Once registered, you are a User with a password to access your personal account on the Site, and fully use the features of the Service.

We may offer you the ability to register and/or log in to our Site using Facebook, Google, or third-party services. These third-party services are detailed further in our Privacy Policy, located at https://www.paperlesspost.com/privacy-policy. Paperless Post does not control, is not responsible for, does not endorse, and fully disclaims any and all liability associated with your use of such third-party services. You represent and warrant that you will comply with all terms and conditions associated with such third-party services, and agree to defend and hold Paperless Post, its subsidiaries and affiliates harmless from any claim or demand, including reasonable attorneys’ fees, arising out of or relating to any such third-party services.

Registered User account, password and security: Registered Users are responsible for maintaining the confidentiality of their login credentials and account information, and are fully responsible for any and all activities that occur under their password or account. Users agree to (a) immediately notify Paperless Post of any suspected or actual unauthorized use of a password or account or any other breach of security, and (b) ensure that Users exit from their account at the end of each session when accessing the Service. Paperless Post will not be liable for any loss or damage arising from a User’s failure to comply with this term.
**Modifications to Service:** Paperless Post reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part or feature thereof) with or without notice. Without limiting the generality of the forgoing, Paperless Post may change its pricing at any time or add new fees and charges from time to time, but will provide notice to you of these changes via information on the Site. You agree that Paperless Post shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

**General practices regarding use and storage:** You acknowledge that Paperless Post may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service on Paperless Post’s servers on your behalf. You agree that Paperless Post has no responsibility or liability for the deletion or failure to store any data or other content maintained or transmitted by the Service. You acknowledge that Paperless Post reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Paperless Post reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

**Conditions of Use**

**User conduct:** You are solely responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("content") that you upload, post, publish or display (hereinafter, "post") or email or otherwise transmit or use via the Service. Without limiting the generality of the foregoing, you expressly agree to not use the Service to:

- post, email or otherwise transmit any content that:
  - is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, or hateful racially, ethnically or otherwise objectionable;
  - you do not have a right to transmit under any law or under contractual or fiduciary relationships;
  - infringes any intellectual property or other proprietary rights of Paperless Post or any other party;
  - constitutes unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, or use any distribution lists including any person who has not given specific permission to be included in such a process (commercial or otherwise);
  - contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
in the sole judgment of Paperless Post, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Paperless Post or its users to any harm or liability of any type;

• "stalk", harass or otherwise violate the legal rights of others;
• harm minors in any way;
• impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
• forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service;
• download any file that you know, or reasonably should know, cannot legally be distributed in such manner;
• advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized; or
• interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or
• violate any terms which may be applicable for any particular area of the Service; or intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law;
• use the Service in any unlawful manner or in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party’s use and enjoyment of the Service; or
• obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

Special notice for International Users: Recognizing the global nature of the Internet, you agree to comply with all applicable laws, rules and regulations regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of data exported from the United States or the country in which you reside.

The Services are subject to United States export controls and economic sanctions laws. In accepting these Terms you represent and warrant that: (a) you are not located in, and you are not a national or resident of, any country or region to which the US, UN, and EU, has embargoed goods and/or services of the same type as the Services, including without limitation, Cuba, Iran, North Korea, Sudan or Syria, and the Crimea region of the Ukraine; and (b) that you and any entity you are acting on behalf of are not named on nor owned or controlled by, any government denied-party list including the applicable US, and UN lists.

No resale of Service: Unless otherwise specified, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell,
exploit, transfer or transmit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

**Intellectual Property Rights**

**Service content, software and trademarks:** You acknowledge and agree that the Service may contain content ("Service Content") that is protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Paperless Post, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Site. Provided that you are eligible for use of the Service, you are granted a limited license to access and use the Site and the Service Content and to download or print a copy of any portion of the Service Content to which you have properly gained access solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. Such license is subject to these Terms and does not permit use of any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Site or the Service Content other than as specifically authorized herein, without the prior written permission of Paperless Post, is strictly prohibited and will terminate the license granted herein. The technology and software underlying the Service is the property of Paperless Post, our affiliates and our partners (the "Software"). Except to the extent permitted by the law notwithstanding any contractual prohibition, you agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved.

The “Paperless Post” name and logo are trademarks and service marks of Paperless Post (collectively the “Paperless Post Trademarks”). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Paperless Post. Nothing in these Terms or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Paperless Post Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Paperless Post Trademarks will inure to our exclusive benefit.

**Third party material:** Under no circumstances will Paperless Post be liable in any way for any content posted by third-parties or at the direction of users, including, but not limited to, for 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 or otherwise transmitted via the Service. You acknowledge that Paperless Post does not pre-screen content, but that Paperless Post and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, Paperless Post and its designees shall have the right to remove any content that violates the Terms or is deemed by Paperless Post, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.
**User content posted on the Site**: You are solely responsible for the content and other materials you post on or through the Service or the Site or transmit to or share with other users or recipients (collectively, “User Content”). You will not post any User Content that you did not create or that you do not own all right, title and interest in and to, including, without limitation, all copyright and rights of publicity contained therein. By posting any User Content you hereby grant and will grant Paperless Post and its affiliated companies and agents a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, transmit, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed. Paperless Post and its designees may, but have no obligation to, remove, edit, block, and/or monitor User Content at any time for any reason, including activity which, in its sole judgment: violates the Terms; violates applicable laws, rules, or regulations; is abusive, disruptive, offensive, illegal, or otherwise objectionable; or violates the rights of, or harms or threatens the safety of Users of the Service.

You acknowledge and agree that Paperless Post may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce the Terms; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Paperless Post, its Users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You acknowledge and agree that upon a request from a Guest, you will remove that Guest’s name from a public guest list on the Event Page, or Customer Support will remove it, if the Guest emails help@paperlesspost.com.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Service ("Submissions"), provided by you to Paperless Post are non-confidential and Paperless Post shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

**Copyright complaints**: Paperless Post respects the intellectual property of others, and we ask our users to do the same. Paperless Post will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please provide our Copyright Agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Site, with enough detail that we may find it on the Site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.

Paperless Post’s Copyright Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

Paperless Post Agent
115 Broadway
New York, NY 10006
agent@paperlesspost.com
877-605-8644 phone

**Repeat infringer policy**: In accordance with the DMCA and other applicable law, Paperless Post has adopted a policy of terminating, in appropriate circumstances and at Paperless Post’s sole discretion, Users who are deemed to be repeat infringers. Paperless Post may also at its sole discretion limit access to the Site and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

**Hyperlinks to Third Party Websites**

The Service, our Users, or third parties may provide, links or otherwise direct users to other sites, services and resources on the Internet or otherwise. Paperless Post has no control over such sites and resources and Paperless Post is not responsible for and does not endorse such sites, services and resources. You further acknowledge and agree that Paperless Post shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such hyperlinked site, service or resource.

**Events and Interactions**

Your interactions with any organizations and/or individuals found on or through the Service, including promotion and/or attendance at any event, emails and other communications, payment and delivery of goods or services, posting of content, and any other terms, conditions, warranties or representations associated with such interactions, are solely between you and that organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction or communication with any of these third parties or attending any event sent through the Service or publicly distributed on
the web or otherwise distributed. You agree that Paperless Post shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such interactions or attendance at any such event.

Free and Paid-For Paperless Post Cards and Flyers

Cards: free or pay with Paperless Post Coins

**Free and Premium Cards:** Some Paperless Post Cards are free to customize and send to an email address through Paperless Post Services and track on the Event Page (“Free Cards”). Some Card designs are designated as premium (“Premium Cards”), or the Host has added a designated premium design feature(s) to the Card (“Premium Customizations”). In either case the Host must pay to send the Card through our Service based on the number of Cards sent.

Click [here](#) for Premium Cards and Premium Customizations, and Coin information.

**Coins:** All Premium Cards, and any Premium Customizations on a Card, are paid for with Paperless Post Coins, the currency used on the Site (“Coins”). Whether it is a Free or Premium Card, the event tracking and management tools on the Event Page, including email reminders and messaging, are available to the Host without further charge. Paperless Post Coins are either purchased in packages, granted to Users for free on registration, or rewarded to Users for certain actions at Paperless Post’s sole discretion. All Coins are saved in User’s account, and automatically debited upon sending Cards.

Flyer invitations: free or Paid-For Premium Flyers

**Free and Premium Flyers:** Paperless Post Flyer invitations are free to customize and to distribute the link off-the-Site, including via User’s personal SMS, email or messaging apps. If Flyers are sent through Paperless Post Services, which includes event tracking and management tools on the Event Page, then Flyers may be sent to some number of guest email addresses free of charge (“Free Flyers”), and the Host will be prompted to pay a fee prior to sending additional Flyers (“Paid-For Flyers”). Paperless Post may from time to time also offer other premium Flyer features such as design content, customization, or event management tools (collectively all Paid-For Flyers are referred to as “Premium Flyers”).

Click [here](#) for more information on fees associated with Premium Flyers.

Purchases on the Site: By making a purchase on the Site, you authorize Paperless Post or its designated payment processor to charge the credit card account you provide for the payment, for amount specified at check-out. All payments must be made using a credit card or other approved payment method. Payment values are in US dollars or other currency presented to you at check-out as determined by your IP address geolocation or the zip code or country code that you provide when submitting your payment information. If you are a UK User, after you complete your purchase, Paperless Post will send you an email invoice detailing your order reference number and the total costs of your order, including Value Added Tax (“VAT”) applied (“Order
Invoice”), and charge your credit card. Other EU Users who require an Order Invoice indicating VAT applied may request one by emailing help@paperlesspost.com.

You are responsible for all applicable charges, including any sales or use tax, duties, VAT, or other governmental taxes or fees payable in connection with your purchase, and Paperless Post reserves the right to collect such taxes or other fees from you at any time. Paperless Post reserves the right to terminate your account for any reason, including credit card processing issues. If you would like to delete a credit card from your account please email your request to help@paperlesspost.com.

For any additional terms that apply to an In-App purchase on our mobile iOS Application see Additional Terms From Third Party Platform Providers.

Refunds:

Coins: Subject to EU/UK Users consumer rights outlined below, purchases of Paperless Post Coins are not refundable, whether or not used, and are not transferable. Unused Paperless Post Coins may be subject to applicable U.S. state escheat law. If you are a User and contact us to exercise your rights to terminate your account and delete your personal data, the Coins remaining in your account will no longer be redeemable.

Premium Flyers: Subject to EU/UK Users consumer rights outlined below, the purchase of Premium Flyer features are not refundable once they have been used for a Flyer event, and are not transferable.

Web-to-Print Stationery: A web-to-print product for some card designs is now offered through Paper Source, and is subject to Paper Source’s terms of service and privacy policy, as well as the disclaimers in the above section entitled “Hyperlinks to Third Party Websites.”

EU/UK User Consumer Rights: Please be advised that the applicable provisions in the below sections entitled “Cooling Off Period”, and “Digital Content” only apply to Users located in the UK or EU.

Cooling Off Period: A User may cancel a purchase of Coins at any time within a 14 day "cooling-off" period starting the day after the date of purchase of any Coins. To cancel a purchase of Coins, the User must clearly inform Paperless Post, preferably (a) by sending an email to help@paperlesspost.com providing the User’s name, address, and any order reference number, or (b) by completing and mailing a cancellation form.

If the User cancels a purchase within the cooling-off period and before using any Coins purchased, the full purchase of Coins will be refunded. If the User cancels a purchase of Coins within the cooling-off period but has already used some of the Coins purchased, the value of the purchased Coins used will be deducted from any refund due to the User on a pro rata basis. Paperless Post Site tracks Coins used, and Customer Support will advise the amount of refund when contacted.
Refunds will be processed as soon as commercially reasonable and, in any case, within 14 days of receipt of the User’s cancellation request. Refunds will be made by the same method originally used to pay for the purchase, unless agreed otherwise.

Where Users pay for Premium Cards sent through the Service using Coins, such digital content is provided immediately, and the User acknowledges and agrees that this is the case and, therefore, that the User has no right to change their mind and cancel such purchase pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 once such purchase has been made.

Release

By using the Service, to send an event invitation via email through the Site or to distribute it through a third party service via a link to the invitation or otherwise, and/or attending any such event, you agree to release, discharge and hold harmless Paperless Post and its subsidiaries and affiliates, from any and all losses, damages, rights, claims, actions of any kind and injury (including death) arising out of or relating to the Service or any act or omission by any person, including without limitation, any dispute between you and any other person, any content posted on the Site, and your attendance at any event posted on, or promoted through, the Service or publicly distributed on the web. If you are a California resident, you waive California Civil Code §1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” This release includes, without limitation, any claim resulting from delay and the criminal acts of others.

Indemnity

You agree to indemnify, defend and hold Paperless Post and its subsidiaries and affiliates, harmless from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of or relating to the Services, including without limitation, any event sent, or promoted through, the Service or publicly distributed through a third party service on the web, any content posted to or transmitted through the Service, or publicly distributed through a third party service on the web, your use of the Service, your connection to the Service, your violation of the Terms or your violation of any rights of another.

Accessibility Statement

Paperless Post is committed to ensuring that the Site is accessible to all users. We are actively working to increase the accessibility and usability of the Site. To the extent that it is technologically feasible, we aim to conform to the best practices set forth in the World Wide Web Consortium’s Web Content Accessibility Guidelines 2.1 (“WCAG 2.1”), Level AA. We are currently taking steps to have all Services provided to Receivers conform to WCAG 2.1, Level AA. We anticipate that this will be completed by the end of the third quarter of 2019.
Users are welcome to use the Site with the aid of personal assistive technology. To the extent that any part of the Site or any of the Services offered are incompatible with a user’s assistive technology, we will provide the user with full and equal access to our Services through alternative options. For more information about these options, please contact Customer Support at help@paperlesspost.com.

We welcome your feedback on the accessibility of the Site. If you encounter any accessibility barriers in using the Site, please contact Customer Support by email at help@paperlesspost.com or by phone at (877) 605-8644.

EU/UK Users Warranty

If you are a Users located in the UK or EU, when you pay to use any of our Services, we warrant that such Services will comply with the description provided to use at the point of purchase, and that such Services we provide will be provided with reasonable care and skill.

Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY PROVIDED IN THE FOREGOING SECTION, THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. PAPERLESS POST EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. PAPERLESS POST MAKES NO WARRANTY THAT (I) ANY EVENT OR THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR EQUIPMENT OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PAPERLESS POST OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

ALWAYS USE CAUTION WHEN GIVING OUT ANY PERSONALLY IDENTIFIABLE INFORMATION ABOUT YOURSELF OR YOUR CHILDREN OR WHEN POSTING PHOTOS OR VIDEOS OF YOURSELF OR YOUR CHILDREN. PAPERLESS POST DOES NOT CONTROL OR ENDORSE THE CONTENT, MESSAGES OR INFORMATION FOUND ON THE SERVICE AND, THEREFORE, PAPERLESS POST SPECIFICALLY DISCLAIMS
Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT PAPERLESS POST AND THE PAPERLESS POST ENTITIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PAPERLESS POST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE POSTING OF OR ATTENDANCE AT ANY EVENT, (II) THE USE OR INABILITY TO USE THE SERVICE; (III) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (V) STATEMENTS, CONTENT OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (VI) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT SHALL PAPERLESS POST’S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE GREATER OF THE TOTAL FEES PAID BY YOU FOR THE SERVICES GIVING RISE TO THE CAUSE OF ACTION, OR ONE HUNDRED DOLLARS ($100).

IN NO EVENT WILL PAPERLESS POST OR ANY PAPERLESS POST ENTITY BE LIABLE OR RESPONSIBLE FOR ANY FAILURE TO PERFORM, OR DELAY IN PERFORMANCE OF, ANY OF OUR OBLIGATIONS THAT IS CAUSED BY EVENTS OUTSIDE OUR REASONABLE CONTROL.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

IF YOU ARE BASED IN THE UK OR EU, NOTHING IN THESE TERMS SHALL LIMIT OR EXCLUDE OUR LIABILITY TO YOU FOR: DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE; FRAUD OR FRAUDULENT MISREPRESENTATION; OR ANY LIABILITY THAT MAY NOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

Dispute Resolution By Binding Arbitration
PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

Agreement to Arbitrate: This section is referred to in this Terms of Service as the “Arbitration Agreement” and only applies to non UK/EU Users. You agree that any and all disputes or claims that have arisen or may arise between you and Paperless Post, whether arising out of or relating to this Terms of Service (including any alleged breach thereof), the Service, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Terms of Service, you and Paperless Post are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

Prohibition of Class and Representative Actions and Non-Individualized Relief: YOU AND PAPERLESS POST AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS USERS IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND PAPERLESS POST AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S).

Pre-Arbitration Dispute Resolution: Paperless Post is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer’s satisfaction by emailing Customer Support athelp@paperlesspost.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to Paperless Post should be sent to Paperless Inc., Attn: Meg Hirschfeld, Esq., 115 Broadway, NY, NY 10006 (“Notice Address”). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Paperless Post and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Paperless Post may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Paperless Post or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Paperless Post is entitled.
**Arbitration Procedures:** Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association’s (“AAA”) rules and procedures, including the AAA’s Supplementary Procedures for Consumer-Related Disputes (collectively, the “AAA Rules”), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, http://www.adr.org. Information about the AAA Rules and fees for consumer disputes can be found at the AAA’s consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Paperless Post and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for $10,000 or less, Paperless Post agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds $10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

**Costs of Arbitration:** Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is $75,000 or less, at your request, Paperless Post will pay all Arbitration Fees. If the value of relief sought is more than $75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Paperless Post will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Paperless Post will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys’ fees will be governed by the AAA Rules.

**Confidentiality:** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.
Severability: Without limiting the severability provision in this section of the Terms of Service, if a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than the Prohibition of Class and Representative Actions and Non-Individualized Relief section above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of the Prohibition of Class and Representative Actions and Non-Individualized Relief section is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of the Terms of Service will continue to apply.

Future Changes to Arbitration Agreement: Notwithstanding any provision in this Terms of Service to the contrary, Paperless Post agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending Paperless Post written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement.

Dispute Resolution for UK/EU Users

These Terms shall be governed by the applicable law of the country in which you live and any dispute between you and us regarding these Terms will be dealt with by the courts in the country in which you live.

The European Online Dispute Resolution platform http://ec.europa.eu/consumers/odr/ provides information about alternative dispute resolution which may be of interest and we are required to inform you that you may use it if there is a dispute that cannot be resolved between you and us.

Termination

You agree that Paperless Post, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Paperless Post believes that you have violated or acted inconsistently with the letter or spirit of the Terms. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the Service, may be referred to appropriate law enforcement authorities. Paperless Post may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of these Terms may be effected without prior notice, and acknowledge and agree that Paperless Post may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Paperless Post shall not be liable to you or any third-party for any termination of your access to the Service.

General
The Terms constitute the entire agreement between you and Paperless Post and govern your use of the Service, superseding any prior agreements between you and Paperless Post with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software, and you represent and warrant that you will comply with all such additional terms and conditions. If you reside in the U.S., the Terms shall be governed by the laws of the State of New York without regard to its conflict of law provisions. If you reside in the EU, the Terms shall be governed by the applicable law of the country in which you live. If you are a U.S. resident, then, except as provided for in the Dispute Resolution By Binding Arbitration section above, You and Paperless Post agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within New York County, New York. TO THE EXTENT THE DISPUTE RESOLUTION BY BINDING ARBITRATION SECTION ABOVE IS INAPPLICABLE TO A CLAIM OR ACTION, AND WITHOUT PREJUDICE TO SECTION, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT; EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION; AND EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THESE TERMS. The failure of Paperless Post to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. If you are the U.S. resident, you agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The section titles in the Terms are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to the Terms or other matters by displaying notices or links to notices generally on the Service.

Additional Terms From Third Party Platform Providers

Apple-Enabled Software Applications: As part of the Service, we may offer mobile applications that are intended to be made commercially available by Apple Inc. (“Apple”, and such apps, “Apple-Enabled Software”). With respect to the Apple-Enabled Software, in addition
to the other terms and conditions set forth in this Agreement, the following terms and conditions apply:

• Paperless Post and you acknowledge that these Terms are concluded between Paperless Post and you only, and not with Apple, and that as between Paperless Post and Apple, Paperless Post, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.

• You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the usage rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the applicable Apple terms of service (the “App Store Terms of Service”).

• Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS product, as applicable, that you own or control, as permitted by the usage rules set forth in the App Store Terms of Service.

• Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.

• Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be Paperless Post’s sole responsibility, to the extent it cannot be disclaimed under applicable law.

• Paperless Post and you acknowledge that Paperless Post, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

• In the event of any third-party claim that the Apple-Enabled Software or the end-user’s possession and use of that Apple-Enabled Software infringes that third party’s intellectual property rights, as between Paperless Post and Apple, Paperless Post, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

• You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
• If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to Paperless Post at the contact information listed in these Terms.

• Paperless Post and you acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of these Terms of Service with respect to any Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

Your Privacy
At Paperless Post we respect the privacy of our users. For details please see our Privacy Policy, located at https://www.paperlesspost.com/privacy-policy. When we provide the Services to a business user, we process information related to Guests or Hosts on behalf of that business user. In the case of a business user in the EU/UK, when we collect information on its behalf, we are doing so as a data processor. If you are a business user in the EU/UK, you may request copy of our Data Processing Agreement by sending an email to help@paperlesspost.com.

Contact Us: Questions? Concerns? Suggestions?
Please contact us to report any violations of the Terms or to pose any questions regarding these Terms or the Service.

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