

General Terms of Service

Last updated June 28, 2025

By visiting any of our Sites and Apps that link to these Terms, you are signifying your assent to these Terms and our [Privacy Policy](#), which is incorporated herein by reference. Any products ordered or services used through any 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 WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES. IN ADDITION, BY ORDERING PRODUCTS OR USING SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ AND REVIEWED 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 CONTAINS 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 DISPUTE 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 as expressly authorized hereunder, 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 authorization. We reserve the right to alter 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 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. Except as 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 written consent. While using any of our Sites and Apps, you agree not to:

- Access or attempt to access images that are not your images or accounts that you do not own, unless given permission by the image subject (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;
- Restrict or inhibit any other user from using any of our Sites and Apps, including, without limitation, by means of “hacking” or defacing any portion of our Sites and Apps;
- Violate any applicable laws or regulations;
- 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);
- 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;
- Engage in spamming;
- 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;
- 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 generate 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

You may create a member account with any of our Sites and Apps by registering your name, providing certain information about yourself, and creating a password. The Site or App you register with may provide single sign-on functionality; this 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 that you will 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 purchase 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. Verification of information applicable to a purchase may be required prior to our acceptance of any order.

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, and we cannot guarantee that your computer 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 the products ordered will be used only in a lawful manner. 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.

The personalized products we offer are made 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 urge you to 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, we do not guarantee the availability of any particular web page 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 indicate any approval or endorsement of any such Third Party Properties. 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 you to become familiar with the terms of use and practices of any such Third Party Properties.

Other sites may provide links to our Sites and Apps with or without our authorization. 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, 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 granting 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 if an SNS account becomes unavailable or SNS terminates our access to your SNS account(s), any Content from that SNS may no longer be available on the Site and through our Apps. 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 post card 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 note that, 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, and the rights to such template or layout will remain with us.
- You represent and warrant that you own or otherwise 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 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 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 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.
- User Submitted Materials that violate these Terms may be removed 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 will have no liability for, the removal, non-removal or loss of any User Submitted Materials

from our Sites and Apps. We recommend 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.

The notice 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 claimed to have been infringed (or if multiple copyrighted works are covered by a single notification, a representative list of such works);
- (c) identification of the material that is claimed to be 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) 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 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.
- 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

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
Phone: 867-5309

Email: info@poste-card.com

10. DISCLAIMER OF WARRANTIES

EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THESE TERMS, OUR PRODUCTS AND SERVICES, INCLUDING ALL MATERIALS INCORPORATED THEREIN, ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS

OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE AND OUR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES AND AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NOTE: CERTAIN APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. NO STATEMENT OF OURS OR ANY OF OUR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES AND AFFILIATES SHALL CREATE ANY WARRANTY OTHER THAN THOSE EXPRESSLY CONTAINED IN THESE TERMS.

11. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER WE NOR ANY OF OUR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, OR AFFILIATES (THE "Poste Card PARTIES") SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, PROFITS, USE OR DATA), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF THE Poste Card PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATING IN ANY WAY TO OUR PROVISION OF (OR FAILURE TO PROVIDE) PRODUCTS OR SERVICES, OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR SUBMISSIONS OR DATA, EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT THE Poste Card PARTIES ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHERMORE, THE Poste Card PARTIES WILL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT UPLOADED. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH PRODUCTS IS TO OBTAIN A REFUND, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH SERVICES IS TO STOP USING THE SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF THE Poste Card PARTIES ARISING OUT OF OR RELATING IN ANY WAY TO OUR PROVISION OF (OR FAILURE TO PROVIDE) PRODUCTS OR SERVICES SHALL BE THE ACTUAL PRICE PAID THEREFORE BY YOU. NOTE: CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR CERTAIN OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

12. POLICY FOR IDEA SUBMISSION

Many of our customers are interested in submitting ideas and suggestions for products and services to be used at our Sites and Apps, either independently of, or in conjunction with, our internally developed concepts. We appreciate our customers' interest in improving our Sites and Apps; however, please note that any such ideas or suggestions that you submit will be owned by us, and you hereby irrevocably assign any intellectual property rights in such ideas and suggestions to us. If you intend to retain any intellectual property rights in your ideas and suggestions (patent, trade secrets, copyright, trademark, etc.), please do not submit them to us without our prior written approval.

You can inquire regarding such approval by sending a letter to Poste Card, LLC, Attn: Idea Submission, 1429 E Lomita Ave, Orange, CA 92867. If we are interested in pursuing any idea or suggestion of yours, we will contact you. Please note that an additional legal agreement may be required by us in order to evaluate your idea or suggestion.

13. NOTICE FOR CALIFORNIA USERS

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

14. INTELLECTUAL PROPERTY NOTICES

Portions of our Sites and Apps are covered 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 ©Poste Card, LLC All rights reserved.

All trademarks and service marks on any of our Sites and Apps not owned by us are the property of their respective owners. Poste Card owns the registered trademarks and logos listed here. The trade names, trademarks and service marks owned by us, whether registered or unregistered, may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion. Nothing contained on any of our Sites and Apps should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trade names, trademarks or service marks without our express prior written consent.

15. JURISDICTIONAL ISSUES

Our Sites and Apps are controlled and operated from the United States. Our Sites and Apps are not subject to the laws or jurisdiction of any state, country or territory other than that of the United States. We do not represent or warrant that any of our Sites and Apps, products, and/or services or any part thereof is appropriate or available for use in any particular jurisdiction. Those who choose to access Poste Card do so on their own initiative and at their own risk, and are responsible for complying with all applicable laws, rules and regulations. We may limit the

availability of our Sites and Apps, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

16. CHOICE OF LAW; VENUE; STATUTE OF LIMITATIONS

Please read this carefully. It affects your rights. These Terms and your relationship with Poste Card (past, present and in the future) are governed by and construed in accordance with the laws of the state in which you were billed for your purchase of the Poste Card product or service that is subject to this Agreement, without regard to the state's conflict of law provisions, and except to the extent preempted by or inconsistent with federal law. You and Poste Card agree that if any claim or cause of action arising out of or relating in any way to the Poste Card service or these Terms of Use has a statute of limitations in excess of two years, such claim or cause of action must be filed within two years after the claim or cause of action has accrued or it will be forever barred. To the extent any claim, cause of action, or request for relief is not subject to arbitration under Section 19 below, you and Poste Card agree to submit to the exclusive jurisdiction of any State or Federal court located in the County of Orange County, California, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

17. MISCELLANEOUS

If any provision of these Terms, or the application thereof to any person, place or circumstance, will be or are held to be invalid, void or otherwise unenforceable, such provision will be enforced to the maximum extent possible, or, if incapable of such enforcement, will be deemed to be deleted from these Terms, and the remainder of these Terms and such provisions as applied to other persons, places and circumstances will remain in full force and effect. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default, nor will any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. This is the entire agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between us with respect to such subject matter. These Terms are not assignable, transferable or sublicenseable by you except with our prior written consent. These Terms may not be modified or amended except as set forth in the introductory section of these Terms. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. If you have any questions or comments regarding these Terms, please contact: info@poste-card.com.

18. TERMINATION

Either you or we may terminate your access to our Sites and Apps and to your account at any time, with or without cause, and with or without prior notice. Without limiting the foregoing, we may terminate your access if you violate these Terms. Upon termination for any reason, your right to access and/or use our Sites and Apps will immediately cease. Upon termination, you will

have no further access to, and we may delete, any information, files or materials in or related to your account, including, without limitation, any User Submitted Materials. Upon termination, Poste Card may delete all information, files and materials related to your account, including any User Submitted Materials, and we will have no obligation whatsoever to save or make any such information, files or materials available to you. You agree that we will have no liability whatsoever to you or any other party as a result of a termination of your access our Sites and Apps and to your account and/or as a result of the deletion or loss of any information, files or materials in or related to your account.

19. ARBITRATION AGREEMENT

Please read this carefully. It affects your rights. If you are a Poste Card customer in the United States (including its possessions and territories), you and Poste Card agree that any dispute, claim or controversy arising out of or relating in any way to a Poste Card product or service, these Terms of Use and this Arbitration Agreement, or your relationship with Poste Card (past, present, or future) shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Poste Card are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your Poste Card account.

If you elect to seek arbitration or file a small claim court action, you must first send to Poste Card, by certified mail, a written Notice of your claim ("Notice"). The Notice to Poste Card must be addressed to: General Counsel, Poste Card, LLC, 1429 E Lomita Ave, Orange, CA 92867 ("Notice Address"). If Poste Card initiates arbitration, it will send a written Notice to the email address used for your account. A Notice, whether sent by you or by Poste Card, must (a) describe the nature and basis of the claim or dispute; (b) set forth the specific 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 retained an attorney, your signed statement authorizing Poste Card to disclose your confidential account records to your attorney if necessary in resolving your claim. If Poste Card and you do not reach an agreement to resolve the claim within 60 days after the Notice is received, you or Poste Card may (i) commence an arbitration proceeding or (ii) file a claim in small claims court for individual disputes or claims within the scope of that court's jurisdiction. Either party may also invoke any applicable arbitration rules allowing parties to elect a small claims court option for an individual dispute. The parties agree that the notice required by this Section is a material provision of these Terms.

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

With the exception of "Mass Arbitrations," as defined in the following paragraph, all arbitrations will be governed by the Consumer Arbitration Rules (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered 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 agree otherwise, any arbitration hearings will take place virtually or in the county of your residence.

In the event 25 or more demands for arbitration are filed relating to the same or similar subject matter and sharing common issues of law or fact, and counsel for the parties submitting 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 commenced, you and Poste Card agree that it shall not be governed by the AAA Rules or administered by the AAA. Instead, a Mass Arbitration shall be administered by National Arbitration & Mediation ("NAM"), a nationally recognized arbitration provider, and governed 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 permit arbitration on a class-wide basis (collectively, the "NAM Rules"). The NAM Rules are available at www.namadr.com or by calling 1-800-358-2550. You and Poatecard agree that if either party fails or refuses to commence the Mass Arbitration before NAM, you or Poste Card may seek an order from a court of competent jurisdiction compelling compliance with this agreement and compelling administration of the Mass Arbitration before NAM. Pending resolution of any such requests to a court, you and Poste Card agree that all arbitrations comprising the Mass Arbitration (and any obligation to pay arbitration fees) shall be stayed. You and Poste Card acknowledge that either party's failure to comply with this paragraph would irreparably harm the other, and you and Poste Card agree that a court may issue an order staying the arbitrations (and any obligation to pay arbitration fees) until any disagreements over the provisions of this paragraph are resolved by the court, including any disagreements about the applicability of the Mass Arbitration process.

The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. 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.

Except as expressly set forth herein, the payment of all filing, administration, and arbitrator fees will be governed by the rules of the applicable 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 governed the laws that apply to the parties' dispute, as well as any applicable arbitration rules.

YOU AND Poste Card AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If any provision of this paragraph is determined to be unenforceable with respect to any claim or any particular remedy for a claim (such as a request for public injunctive relief), then the parties agree that the claim or particular remedy (and only that claim or remedy) must be decided by a court after all other claims and requests for relief are arbitrated.

20. Poste Card PRIVACY POLICY

View our Privacy Policy by visiting:

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

Service-Specific Additional Terms

Mobile Apps – General

Before using any of our mobile applications ("App" or "Apps"), we may ask you to install a valid copy of the App on your mobile device, register for an account, input your account information into the App as requested, and meet certain hardware and connection requirements which may change as the App evolves. You are responsible for any internet connection fees and/or mobile carrier charges that you incur when accessing or using an App. Should you uninstall an App from your mobile device, you may not be able to use all or some of the features of the App. We use reasonable efforts to accurately display 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 is dependent upon your mobile device, and we cannot guarantee that your mobile device will accurately display such colors.