

TERMS OF SERVICE

Effective Date: November 20, 2017

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SITE AND SERVICES.

A Brief Note from the Sendtric Team

Sendtric (defined below) provides an easy way for you to create countdown timers in emails. We strive to make our product accessible, simple, and affordable. We also take pride in the reliability of our service. We have served millions of countdown timers over the years, and have built a robust infrastructure. If you have questions about our service or the Terms below, please don't hesitate to email us at support@sendtric.com.

Overview

It is important that you read this entire Terms of Service (“**Terms**”). In particular, set forth below are some of the more significant terms that we would like to bring to your attention (click on section references for details).

- Each time you use the Site (defined below), these Terms and any Additional Terms (defined below) apply. Any updates to them will apply to you; so you should check each time you return to the Site for applicable updates.
- You may only use the Content (defined below) on the Site only in connection with permitted activities and not in any offline environment or in connection with another site or service. ([Section 1 and Section 3](#)). By using the Site, you grant Noosa Labs, Inc. (“**Sendtric**,” “**we**,” “**our**,” or “**us**”) a broad license to any content you submit or post to the Site. ([Section 2](#))
- Except as set forth in the [Privacy Policy](#) that applies to the Site or otherwise set forth in the SaaS Agreement (defined below), you and Sendtric do not have a confidential, fiduciary, or any other special relationship by virtue of your use of the Site or your communications to or with Sendtric through or related to the Site. ([Section 2](#))
- By using the Site, you consent to our [Privacy Policy](#) and the terms, practices and restrictions detailed therein.
- Disputes that may arise in connection with your access to and use of the Site or the SaaS Agreement are subject to mandatory arbitration – which includes your waiver of a right to other available resolution processes, including a jury trial. ([Section 14](#))
- We are providing the Site to you on an “as-is” basis, without any warranty of any kind, and our liability to you in connection with your use of the Site is limited. In addition, other limitations and disclaimers relate to your use of the Site. ([Sections 15 & Sections 16](#))

Introduction

Welcome to <http://www.sendtric.com> the “**Site**”). The Site is provided by us for your use on the terms and conditions set forth herein and in our Privacy Policy. These Terms govern your use of the Site, regardless of how you access or use the Site. [By “**Site**”, we mean any Internet domain address where these Terms are posted

and all features, widgets, applications, content, and downloads that are operated by us and that are available through or interact with it, and/or post links to these Terms.]¹ By using the Site, you acknowledge and accept our [Privacy Policy](#) and agree to be bound by the terms thereof. In addition, by using the Site, you consent to the collection and use of your data in accordance with the terms of our [Privacy Policy](#). By using the Site, you further agree that Sendtric may change, alter, or modify the settings or configurations on your Device (defined below) in order to allow for your optimal use of the Site.

If You Want to Use This Site,

Please carefully review the Terms set forth herein, as they constitute a binding agreement between you and Sendtric and therefore affects your legal rights and obligations.

Each time you access and/or use the Site (other than to simply read these Terms), you agree to be bound by and comply with these Terms and any Additional Terms (defined below). Therefore, *you should not use the Site if you do not agree with the Terms or Additional Terms (as defined below).*

The business realities associated with operating the Site are such that, without the limitations that are set forth in these Terms and Additional Terms-- such as your grants and waivers of certain rights, the limitations on our liability, your agreement to indemnify us under certain circumstances, and your agreement to arbitrate certain disputes – Sendtric would not be able to make the Site available to you.

In certain instances, both these Terms, a SaaS Agreement, separate guidelines, rules, or terms of service, setting forth additional or different terms and/or conditions will apply to your use of the Site or services or products offered through the Site (in each such instance, and collectively, “**Additional Terms**”). To the extent that a conflict exists between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. Please also review the terms of the Site’s [Privacy Policy](#), to which you explicitly agree to be bound by using the Site.

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¹ As you can see here , this covers applications that are posted or in connection with the Site, which will include the email timer.

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1. [Site Content, Ownership, Limited License, and Rights of Others](#)

A. Content. The Site contains a variety of: (i) materials and other items relating to Sendtric and its products and services, and similar items from our licensors and other third parties, including all layout, information, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Site, and the compilation, assembly, and arrangement of the materials of the Site and any and all copyrightable material (including source and object code); (ii) trademarks, logos, trade names, service marks, and trade identities of various parties, including those of Sendtric (collectively, “**Trademarks**”); and (iii) other forms of intellectual property (all of the foregoing, collectively “**Content**”).

B. Ownership. The Site (including past, present, and future versions) and the Content are owned or controlled by Sendtric and our licensors and certain other third parties. All right, title, and interest in and to the Content available via the Site is the property of Sendtric or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, patent, or other intellectual property rights and laws to the fullest extent possible. Sendtric owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Site.

C. Limited License. Subject to your strict compliance with these Terms and the Additional Terms, Sendtric grants you a limited, non-exclusive, revocable, non-assignable, and non-transferable license to download (temporary storage only), display, view, use, and/or print one copy of the Content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, a “**Device**”) for your use only. The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in Sendtric’s sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Content, subject to certain Additional Terms.

D. Rights of Others. In using the Site, you must respect the intellectual property and other rights of Sendtric and other parties. Your unauthorized use of Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability. Sendtric respects the intellectual property rights of others. If you believe that your work has been infringed by means of an improper posting or distribution of it via the Site, please see [Section 6](#) and [Section 7](#) below.

E. SaaS Agreement. In order to use the Site, you may be provided with a separate written agreement, which may be titled SaaS Agreement or a similar name (the “**SaaS Agreement**”). The SaaS

Agreement, in connection with these Terms, will contain the full legal terms for your use of the Site, including payment terms, the scope of software and professional services Sendtric will provide, the term during which you may use the Site, support terms, confidentiality obligations, and other material terms.

F. Sendtric Professional. Sendtric is currently offering a Sendtric Professional Edition (“**Sendtric Pro**”). The price and features of Sendtric Pro will be displayed to you on a Sendtric Site. Sendtric Pro guarantees a Ninety-Nine Percent (99%) system uptime for any service on the Site. Notwithstanding the forgoing, any and all claims or damages (rather indirect or direct) against Sendtric shall be limited only to the amount paid pursuant to these Terms.

2. Content You Submit

A. General. Sendtric may now or in the future offer users of the Site the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Site (collectively, “submit”) messages, avatars, text, illustrations, files, images, graphics, photos, comments, responses, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein (collectively, but excluding any Sendtric Content (defined herein), (“**User-Generated Content**”). Sendtric may do this through forums, blogs, message boards, social networking environments, content, creation tools, gameplay, social communities, e-mail, and other communications functionality. Subject to the rights and license you grant in these Terms, you retain whatever legally cognizable right, title, and interest that you have in your User-Generated Content.

B. Non-Confidentiality of Your User-Generated Content. Except as otherwise described in the Site’s posted [Privacy Policy](#) or any Additional Terms, you agree that (a) your User-Generated Content will be treated as non-confidential – regardless of whether you mark them “confidential,” “proprietary,” or the like – and will not be returned, and (b) Sendtric does not assume any obligation of any kind to you or any third party with respect to your User-Generated Content. Upon Sendtric’s request, you will furnish us with any documentation necessary to substantiate the rights to such content and to verify your compliance with these Terms or any Additional Terms. You acknowledge that the Internet and mobile communications may be subject to breaches of security and that you are aware that submissions of User-Generated Content may not be secure, and you will consider this before submitting any User-Generated Content and do so at your own risk.

In your communications with Sendtric, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services, including without limitation ideas, concepts, inventions, or designs for music, web sites, apps, books, scripts, screenplays, motion pictures, television shows, theatrical productions, software or otherwise (collectively, “**Unsolicited Ideas and Materials**”). Any Unsolicited Ideas and Materials you post on or send to us via the Site are deemed User-Generated Content and licensed to us as set forth below. In addition, Sendtric retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. Sendtric’s receipt of your Unsolicited Ideas and Materials is not an admission by Sendtric of their novelty, priority, or originality, and it does not impair Sendtric’s right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

C. License to Sendtric of Your User-Generated Content. Except as otherwise described in any applicable Additional Terms (such as a contest official rules), which specifically govern the submission of your User-Generated Content), you hereby grant to Sendtric, and you agree to grant to Sendtric, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your User-Generated Content (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to

advertise, market, and promote the same. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such User-Generated Content and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any User-Generated Content for any purposes whatsoever, including developing, producing, and marketing products and/or services. In order to further effect the rights and license that you grant to Sendtric to your User-Generated Content, you also hereby grant to Sendtric, and agree to grant to Sendtric, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any User-Generated Content, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User-Generated Content, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 2(C)

D. Sendtric's Exclusive Right to Manage its Venue. Sendtric may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your User-Generated Content, and Sendtric may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of User-Generated Content without notice or any liability to you or any third party in connection with our operation of User-Generated Content venues in an appropriate manner. Without limitation, we may do so to address content that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms or any applicable Additional Terms. Such User-Generated Content submitted by you or others need not be maintained on the Site by us for any period of time and you will not have the right, once submitted, to access, archive, maintain, or otherwise use such User-Generated Content on the Site or elsewhere.

E. Representations and Warranties Related to Your User-Generated Content. Each time you submit any User-Generated Content, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside and are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any User-Generated Content you submit, and that, as to that User-Generated Content, (a) you are the sole author and owner of the intellectual property and other rights to the User-Generated Content, or you have a lawful right to submit the User-Generated Content and grant Sendtric the rights to it that you are granting by these Terms and any Additional Terms, all without any Sendtric obligation to obtain consent of any third party and without creating any obligation or liability of Sendtric; (b) the User-Generated Content is accurate; (c) the User-Generated Content does not and, as to Sendtric's permitted uses and exploitation set forth in these Terms, will not infringe any intellectual property or other right of any third party; and (d) the User-Generated Content will not violate these Terms or any Additional Terms, or cause injury or harm to any person.

F. Enforcement. Sendtric has no obligation to monitor or enforce your intellectual property rights to your User-Generated Content, but you grant us the right to protect and enforce our rights to your User-Generated Content, including by bringing and controlling actions in your name and on your behalf (at Sendtric's cost and expense, to which you hereby consent and irrevocably appoint Sendtric as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

G. Alerting Us of Violations. If you discover any content that violates these Terms, you are encouraged to report such violations to Sendtric through the following link: support@sendtric.com. For alleged infringements of intellectual property rights, see [Sections 6](#) and [Sections 7](#), below.

3. Site and Content Use Restrictions

A. Site Use Restrictions. By using the Site, you explicitly agree not to, aside from your

purchase of services offered for sale by Sendtric or its affiliates: (i) engage in any activities through or in connection with the Site that seek or attempt to harm any individuals or entities or are otherwise unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate the rights of any third party, or are otherwise objectionable to Sendtric; (ii) reverse engineer, decompile, disassemble, reverse assemble, or modify any Site source or object code or any software or other products, services, or processes accessible through any portion of the Site; (iii) engage in any activity that interferes with a user's access to the Site or the proper operation of the Site, or otherwise causes harm to the Site, Sendtric, or other users of the Site; (iv) interfere with or circumvent any security feature of the Site or any feature that restricts or enforces limitations on use of or access to the Site, the Content, or the User-Generated Content; or (vi) otherwise violate these Terms or any Additional Terms.

B. Content Use Restrictions. You also agree that, in using the Site, you will: (i) not monitor, gather, copy, or distribute the Content (except as may result from standard search engine activity or use of a standard browser) on the Site by using any robot, rover, "bot", spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) not frame or utilize framing techniques to enclose any such Content (including any images, text, or page layout), except as necessary to utilize the countdown timer application ("**Timer**") on the Site; (iii) keep intact all Trademark, copyright, and other intellectual property notices contained in such Content; (iv) not use such Content in a manner that suggests an unauthorized association with any of our or our licensors' products, services, or brands; (v) not make any modifications to such Content (other than to the extent otherwise permitted in these Terms or any Additional Terms); (vi) not modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate to any third party or on any third-party application or website, or otherwise use or exploit such Content in any way for any purpose except as specifically permitted by these Terms or any Additional Terms or with the prior written consent of an officer of Sendtric or, in the case of Content from a licensor, the owner of the Content, except as reasonably necessary to utilize the Timer in your email campaigns or; and (vii) not insert any code or product to manipulate such Content in any way that adversely affects any user experience. Notwithstanding the forgoing, Sendtric Pro subscribers will be able to utilize the Timer in connection with other services Sendtric Pro subscribers are providing to clients or customers; provided, such Sendtric Pro subscribers' clients or customers shall be subject to all of the restrictions set forth in Subsections 3(B)(i) through 3(B)(vii) set forth above.

C. Availability of Site and Content. Sendtric may immediately suspend or terminate the availability of the Site and/or Content (and any elements and features thereof) for any reason, in Sendtric's sole and absolute discretion, and without advance notice or liability to any party. Notwithstanding the forgoing, any subscribers of Sendtric Pro will be provided with at least thirty (30) days notice prior to the termination of the Site and/or Content.

D. Reservation of All Rights Not Granted as to Content and Site. These Terms and any Additional Terms include only narrow, limited grants of rights to Content and to use and access the Site. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by Sendtric and its licensors and other third parties. *Any unauthorized use of any Content or the Site for any purpose is prohibited.*

4. Opening and Terminating Accounts

In order to access or use some of the features on the Site, you must first register through our online registration process at <http://www.sendtric.com/>. The Site's practices governing any resulting collection and use of your personal information are disclosed in our [Privacy Policy](#).

If you register for any feature that requires a password and/or username, then you will select your own password at the time of registration (or we may send you an e-mail notification with a randomly generated initial password) and you agree that: (i) you will not use a username (or e-mail address) that is already being used by

someone else, may impersonate another person, belongs to another person, violates the intellectual property or other right of any person or entity, or is offensive. We may reject the use of any password, username, or e-mail address for any other reason in our sole discretion; (ii) you will provide accurate, current, and complete registration information about yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete; (iii) you are solely responsible for all activities that occur under your account, password, and username, whether or not you authorized the activity; (iv) you are solely responsible for maintaining the confidentiality of your password and for restricting access to your Device so that others may not access any password protected portion of the Site using your name, username, or password; (v) you will immediately notify us of any unauthorized use of your account, password, or username, or any other breach of security; and (vi) you will not sell, transfer, or assign your account or any account rights to any other person without our prior written consent.

We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations.

If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates these Terms, any Additional Terms, or any applicable law, then we may suspend or terminate your account. We also reserve the more general and broad right to terminate your account or suspend or otherwise deny you access to it or its benefits – all in our sole discretion, for any reason, and without advance notice or liability.

5. Usage Subscriptions

Purchases of usage subscriptions (including credits, points, and/or virtual currency) that may be made available on or through the Site or our third party paying agent are nonrefundable, have no monetary value (i.e., are not a cash account or equivalent), and are purchases of only a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable right to use, even if such came with a durational term. Accordingly, you have no property, proprietary, intellectual property, ownership, or monetary interest in your usage subscriptions. The right may be immediately suspended or terminated for any reason, in our sole discretion, and without advance notice or liability to any person. We may modify usage subscriptions at our sole discretion, and such modifications may make the usage subscriptions more or less common, valuable, effective, or functional. Notwithstanding the foregoing, all subscriptions under Sendtric Pro shall be refundable in accordance with the refund policy set forth on the Site.

We do not recognize the transfer of usage subscriptions (including for “real” money or any other consideration or items of value whether inside or outside of the Site). Accordingly, you may not purchase, sell, barter, or trade any usage subscriptions or offer to purchase, sell, or trade any usage subscriptions. Any such attempted transfer will be null and void and may result in our termination of your usage subscription.

If we suspend or terminate any usage subscriptions, then you will forfeit the suspended or terminated subscription, except as may be set forth in any Additional Terms (such as any refund policies that may apply to a subscription service). Likewise, except as may be set forth in any Additional Terms or as required by applicable law, we are not responsible for repairing or replacing same, or providing you any credit or refund or any other sum, in the event of our modification of any usage subscriptions, or for loss or damage due to error, or any other reason.

6. Procedure for Alleging Copyright Infringement

A. DMCA Notice. Sendtric will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act (“DMCA”), as set forth below. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner’s) copyright in that work has been infringed by an improper posting or distribution of it via the Site, then you may

send us a written notice that includes all of the following:

- (i) a legend or subject line that says: “DMCA Copyright Infringement Notice”;
- (ii) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Site on which the material appears);
- (iv) your full name, address, telephone number, and e-mail address;
- (v) a statement by you that you have 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;
- (vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and
- (vii) your electronic or physical signature.

Sendtric will only respond to DMCA Notices that it receives by mail, e-mail, or facsimile at the addresses below:

By Mail: Noosa Labs, Inc. 382 NE 191st St, PMB 42143
Miami, FL, 33179

By E-Mail: support@sendtric.com

By Phone: (321) 336 0204

It is often difficult to determine if your copyright has been infringed. Sendtric may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Sendtric may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting Sendtric’s other rights, Sendtric may, in appropriate circumstances, terminate a repeat infringer’s access to the Site and any other website owned or operated by Sendtric. See [Section 4](#), above.

B. Counter-Notification. If access on the Site to a work that you submitted to Sendtric is disabled or the work is removed as a result of a DMCA Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

- (i) a legend or subject line that says: “DMCA Counter-Notification”;
- (ii) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the URL of the Site from which the material was removed or access to it disabled);
- (iii) a statement 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 to be removed or disabled;
- (iv) your full name, address, telephone number, e-mail address, and the username of your account;
- (v) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Southern District of Florida), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and
- (vi) your electronic or physical signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Site. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

7. Procedure for Alleging Infringement of Other Intellectual Property

If you own intellectual property other than copyrights and believe that your intellectual property has been infringed by an improper posting or distribution of it via the Site, then you may send us a written notice to the addresses set forth above that includes all of the following:

- (a) a legend or subject line that says: “**Intellectual Property Infringement Notice**”;
- (b) a description of the intellectual property that you claim has been infringed;
- (c) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Site on which the material appears);
- (d) your full name, address, telephone number, and e-mail address;
- (e) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the owner of the intellectual property, its agent, or the law;
- (f) a statement by you, made under penalty of perjury, that all the information in your notice is

accurate, and that you are the owner of the intellectual property at issue (or, if you are not the owner, then your statement must indicate that you are authorized to act on the behalf of the owner of the intellectual property that is allegedly infringed); and

- (g) your electronic or physical signature.

We will act on such notices in our sole discretion. Any user of the Site that fails to respond satisfactorily to Sendtric with regard to any such notice is subject to suspension or termination. We may send the information that you provide in your notice to the person who provided the allegedly infringing material.

8. Questions and Customer Service

If you have a question regarding the Site or the rules and policies applicable to the use thereof, you may contact Sendtric Customer Support by sending an e-mail to support@sendtric.com

9. Product Specifications: Pricing: Typographical Errors

We do our best to describe every service offered on this Site as accurately as possible. However, we do not warrant that the product specifications, pricing, or other content on the Site is complete, accurate, reliable, current, or error-free. In the event of any errors relating to the pricing or specifications, Sendtric shall have the right to refuse or cancel any orders in its sole discretion. If we, through our payment processor, charged your credit card or other account prior to cancellation, we will instruct our payment processor to issue a credit to your account in the amount of such charge. Additional terms may apply.

10. Linked-To Websites: Advertisements: Dealings with Third Parties

A. Linked Sites: Advertisements. The Site may contain links, as part of third-party ads on the Site or otherwise, to or from third-party websites (“**Linked Sites**”), including websites operated by advertisers, licensors, licensees, and certain other third parties who may have business relationships with Sendtric. Sendtric may have no control over the content, operations, policies, terms, or other elements of Linked Sites, and Sendtric does not assume any obligation to review any such Linked Sites. Sendtric does not endorse, approve, or sponsor any Linked Sites, or any third-party content, advertising, information, materials, products, services, or other items. Furthermore, Sendtric is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such sites. Finally, Sendtric will, under no circumstances, be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these third-party Linked Sites. Any activities you engage in connection with any of the same are subject to the privacy and other policies, terms and conditions of use and/or sale, and rules issued by the operator of the Linked Sites. Sendtric disclaims all liability in connection therewith.

B. Dealings with Third Parties. Any interactions, correspondence, transactions, and other dealings that you have with any third parties found on or through the Site (including on or via Linked Sites or advertisements) are solely between you and the third party (including issues related to the content of third-party advertisements, payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like). Sendtric disclaims all liability in connection therewith.

11. Wireless Features

A. Wireless Features. The Site may offer certain features and services that are available to you via your wireless Device. These features and services may include the ability to access the Site’s features and upload content to the Site, receive messages from the Site, and download applications to your wireless Device

(collectively, “**Wireless Features**”). Standard messaging, data, and other fees may be charged by your carrier to participate in Wireless Features. Fees and charges may appear on your wireless bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or wireless Device. You should check with your carrier to determine what plans, if any, are available and how much they cost. Contact your carrier with questions regarding these issues.

B. Terms of Wireless Features. You agree that as to the Wireless Features for which you are registered for, we may send communications to your wireless Device regarding us or other parties. Further, we may collect information related to your use of the Wireless Features. If you have registered via the Site for Wireless Features, then you agree to notify Sendtric of any changes to your wireless contact information (including phone number) and update your accounts on the Site to reflect the changes.

12. Dispute Resolution

Certain portions of this Section 12 are deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. You and Sendtric agree that we intend that this Section 12 satisfies the “writing” requirement of the Federal Arbitration Act. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action including a jury trial or an administrative proceeding, to settle their disputes.

A. First – Try to Resolve Disputes and Excluded Disputes. If any controversy, allegation, or claim arises out of or relates to the Site, the Content, your User-Generated Content, these Terms, or any Additional Terms, whether heretofore or hereafter arising (collectively, “**Dispute**”), or to any of Sendtric’s actual or alleged intellectual property rights (an “**Excluded Dispute**”, which includes those actions set forth in Section 12(D)), then you and we agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 12(A). Your notice to us must be sent to: support@sendtric.com. For a period of sixty (60) days from the date of receipt of notice from the other party, Sendtric and you will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either you or Sendtric to resolve the Dispute or Excluded Dispute on terms with respect to which you and Sendtric, in each of our sole discretion, are not comfortable.

B. Forums for Alternative Dispute Resolution.

(i) Arbitration. If we cannot resolve a Dispute as set forth in Section 12(A) within sixty (60) days of receipt of the notice, then either you or we may submit the Dispute to formal arbitration in accordance with this Section 12(B). If we cannot resolve an Excluded Dispute as set forth in Section 12(A) within sixty (60) days of receipt of the notice, then either you or we may submit the Excluded Dispute to formal arbitration only if you and Sendtric consent, in a writing signed by you and an Officer or legal representative of Sendtric, to have that Excluded Dispute subject to arbitration. In such a case (and only in such a case), that Excluded Dispute will be deemed a “Dispute” for the remainder of this Section 12(B).

Upon expiration of the applicable sixty-day period and to the fullest extent permitted by applicable law, a Dispute will be resolved solely by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association (“AAA”). If the Dispute has a claimed value of not more than \$250,000, then the arbitration will be heard and determined by a single neutral arbitrator who is a retired judge or a lawyer with not less than fifteen (15) years experience as a practicing member of the bar in the substantive practice area related to the Dispute, who will administer the proceedings in accordance with the AAA's Supplementary Procedures for Consumer

Related Disputes. If the Dispute has a claimed value of more than \$250,000, or if Sendtric elects in its sole discretion to bear the costs of arbitration in excess of those that would occur for a proceeding before a single neutral arbitrator, then the arbitration will be heard and determined by a three-member panel, with one member to be selected by each party and the third (who will be chair of the panel) selected by the two party-appointed members or by the AAA in accordance with the Commercial Arbitration Rules. The arbitrator or arbitration panel, as the case may be, will apply applicable law and the provisions of these Terms and any Additional Terms, will determine any Dispute according to the applicable law and facts based upon the record and no other basis, and will issue a reasoned award. If you and Sendtric do not both consent to the arbitration of an Excluded Dispute as set forth in the immediately preceding paragraph of this Section 12(B)(i), then this paragraph and the remainder of this Section 12(B) will not apply to the Excluded Dispute.

If a party properly submits the Dispute to the AAA for formal arbitration and the AAA is unwilling or unable to set a hearing date within sixty (60) days of the filing of a “demand for arbitration,” then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. (“JAMS”) using JAMS’ streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that you and an officer or legal representative of Sendtric consent to in writing. The substantive practice area requirements for the arbitrator and the \$250,000 threshold for the number of arbitrators assigned to the Dispute set forth in the paragraph above for the AAA arbitration will also apply to any such arbitration under JAMS or another arbitration service.

You can obtain AAA and JAMS procedures, rules, and fee information as follows:

AAA: 800.778.7879

JAMS: 949.224.1810

<http://www.adr.org/>

<http://www.jamsadr.com/>

(ii) **Nature, Limitations, and Location of Alternative Dispute Resolution.** In arbitration, as with a court, the arbitrator must honor the terms of these Terms (and any Additional Terms) and can award the prevailing party damages and other relief (including attorneys’ fees). However, WITH ARBITRATION (A) THERE IS NO JUDGE OR JURY, (B) THE ARBITRATION PROCEEDINGS AND ARBITRATION OUTCOME ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND (C) JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED. All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing. If an in-person arbitration hearing is required, then it will be conducted in the “metropolitan statistical area” (as defined by the U.S. Census Bureau) where you are a resident at the time the Dispute is submitted to arbitration. You and we will pay the administrative and arbitrator’s fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require Sendtric to pay a greater portion or all of such fees and costs in order for this Section 12 to be enforceable, then Sendtric will have the right to elect to pay the fees and costs and proceed to arbitration. Discovery will be permitted pursuant to the applicable arbitration rules. The arbitrator’s decision must consist of a written statement stating the disposition of each claim of the Dispute, and must provide a statement of the essential findings and conclusions on which the decision and any award (if any) is based. Judgment on the arbitration decision and award (if any) may be entered in or by any court that has jurisdiction over the parties pursuant to Section 9 of the Federal Arbitration Act.

C. Limited Time to File Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE (BUT NOT A EXCLUDED DISPUTE) AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SECTION 12(A)) WITHIN ONE (1) YEAR AFTER THE DISPUTE

ARISES -- OR IT WILL BE FOREVER BARRED.

D. Injunctive Relief. The foregoing provisions of this Section 12 will not apply to any legal action taken by Sendtric to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Site, any Content, your User-Generated Content and/or Sendtric's intellectual property rights (including any rights that Sendtric claims that may be in dispute), Sendtric's operations, and/or Sendtric's products or services.

E. Small Claims Matters Are Excluded from Arbitration Requirement. Notwithstanding the foregoing, either of us may bring qualifying claim of Disputes (but not Excluded Disputes) in small claims court, subject to Section 12(G).

F. No Class Action Matters. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. But if, for any reason, any court with competent jurisdiction or any arbitrator selected pursuant to Section 12(B)(i) holds that this restriction is unconscionable or unenforceable, then our agreement in Section 12(B) to arbitrate will not apply and the Dispute must be brought exclusively in court pursuant to Section 14(G).

G. Federal and State Courts in Colorado. Except to the extent that arbitration is required in Section 12(B), and except as to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute or Excluded Dispute may only be instituted in state or federal court in Colorado. Accordingly, you and Sendtric consent to the exclusive personal jurisdiction and venue of such courts for such matters.

13. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOUR ACCESS TO AND USE OF THE SITE IS AT YOUR SOLE RISK.

THE SITE IS PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. Therefore, to the fullest extent permissible by law, Noosa Labs, Inc. and its subsidiaries and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, "**Sendtric Parties**") hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to:

- (a) the Site (including the Content and the User-Generated Content);
- (b) the functions, features, or any other elements on, or made accessible through, the Site;
- (c) any products, services, or instructions offered or referenced at or linked through the Site;
- (d) security associated with the transmission of your User-Generated Content transmitted to Sendtric or via the Site;
- (e) whether the Site or the servers that make the Site available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact your Device);
- (f) whether the information (including any instructions) on the Site is accurate, complete, correct, adequate, useful, timely, or reliable;
- (g) whether any defects to the Site will be repaired; and

- (h) whether your use of the Site is lawful in any particular jurisdiction.

EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN OR IN ADDITIONAL TERMS PROVIDED BY A SENDTRIC PARTY, SENDTRIC PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to the extent such jurisdictions' laws are applicable.

14. LIMITATIONS OF LIABILITY OF SENDTRIC PARTIES

UNDER NO CIRCUMSTANCES WILL ANY SENDTRIC PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages that are directly or indirectly related to:

- (a) the Site (including the Content and the User-Generated Content);
- (b) your use of or inability to use the Site, or the performance of the Site;
- (c) any action taken in connection with an investigation by Sendtric Parties or law enforcement authorities regarding your access to or use of the Site;
- (d) any action taken in connection with copyright or other intellectual property owners or other rights owners;
- (e) any errors or omissions in the Site's technical operation; or
- (f) any damage to any user's computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction.

The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if the Sendtric Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Site).

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages of the sort that are described above, so the above limitation or exclusion may not apply to you.

EXCEPT AS MAY BE PROVIDED IN ANY ADDITIONAL TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SENDTRIC PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SITE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE

PAID SENDTRIC IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S); PROVIDED, HOWEVER, THIS PROVISION WILL NOT APPLY IF A TRIBUNAL WITH APPLICABLE JURISDICTION FINDS SUCH TO BE UNCONSCIONABLE. FOR PURPOSES OF CLARITY, THE PRIOR SENTENCE DOES NOT EXPAND OR LIMIT ANY EXPRESS, WRITTEN PRODUCT WARRANTY THAT IS PROVIDED BY SENDTRIC OR A MANUFACTURER OF A PHYSICAL PRODUCT.

Residents of California are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at: 400 R St., Suite 1080, Sacramento, California, 95814, or by telephone at (916) 445-1254. Their website is located at: <http://www.dca.ca.gov>.

15. Waiver of Injunctive or Other Equitable Relief

IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE SITE, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, USER-GENERATED CONTENT, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED,

LICENSED, USED OR CONTROLLED BY SENDTRIC (INCLUDING YOUR LICENSED USER-GENERATED CONTENT) OR A LICENSOR OF SENDTRIC .

16. General Provisions

A. Updates to Terms. Sendtric reserves the right to modify these Terms and any Additional Terms, at any time without prior notice (“**Updated Terms**”). You agree that we may notify you of the Updated Terms by posting them on the Site so that they are accessible via a link on the Site, and that your use of the Site after we post the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms and any Additional Terms on a regular and frequent basis. The Updated Terms will be effective as of the time that Sendtric posts them on the home page of the Site, or such later date as may be specified in them.

B. Sendtric’s Consent or Approval. As to any provision in these Terms or any Additional Terms that grants Sendtric right of consent or approval, or permits Sendtric to exercise a right in its “sole discretion,” Sendtric may exercise that right in its sole and absolute discretion. No Sendtric consent or approval may be deemed to have been granted by Sendtric without being in writing and signed by an Officer of Sendtric.

C. Applicable Law. These Terms and any Additional Terms will be governed by and construed in accordance with, and any Dispute and Excluded Dispute will be resolved in accordance with, the laws of the State of Colorado without regard to its conflicts of law provisions.

D. Indemnity. You agree to, and you hereby, defend, indemnify, and hold each of the Sendtric Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys’ fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Sendtric Party, or on account of the investigation, defense, or settlement thereof, arising out of or in

connection with, whether occurring heretofore or hereafter: (i) your User-Generated Content; (ii) your use of the Site and your activities in connection with the Site; (iii) your breach or anticipatory breach of these Terms or any Additional Terms; (iv) your violation or anticipatory violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Site or your activities in connection with the Site; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) use by any of the Sendtric Parties of the information that you submit to us (including your User-Generated Content) (all of the foregoing, “**Claims and Losses**”). You will cooperate as fully required by the Sendtric Parties in the defense of any Claim and Losses. Notwithstanding the foregoing, the Sendtric Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. The Sendtric Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a Sendtric Party.

E. Operation of Site: Availability of Products and Services: International Issues. Sendtric controls and operates the Site from its U.S.-based offices in the U.S.A., and Sendtric makes no representation that the Site is appropriate or available for use beyond the U.S.A. If you use the Site from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. The Site may describe products and services that are available only in the U.S.A. (or only parts of it) and are not available worldwide. We reserve the right to limit the availability of the Site and/or the provision of any content, program, product, service, or other feature described or available on the Site to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service, or other feature that we provide. You and we disclaim any application to these Terms of the Convention on Contracts for the International Sale of Goods.

F. Export Controls. Software related to or made available by the Site may be subject to export controls of the U.S.A. No software from the Site may be downloaded, exported, or re-exported (i) into (or to a national or resident of) any country or other jurisdiction to which the U.S.A. has embargoed goods, software, technology or services (which, as of the effective date of these Terms, includes Cuba, North Korea, Iran, Sudan, and Syria), or (ii) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Deny Orders, or (iii) to anyone on the U.S. Department of Commerce’s Bureau of Industry and Security Entities List as published in the Export Administration Regulations (including entities engaged in weapons of mass destruction proliferation in various countries and persons and entities that are suspected of diverting U.S. origin items to embargoed countries or terrorist end-uses). You are responsible for complying with all trade regulations and laws both foreign and domestic. Except as authorized by law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to U.S. export controls, including as set forth in subsections (i) – (iii) above.

G. Severability: Interpretation. If any provision of these Terms, or any Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the Additional Terms (which will remain in full force and effect). To the extent permitted by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word “including” is used in these Terms or any Additional Terms, the word will be deemed to mean “including, without limitation.”

H. Communications. When you communicate with us electronically, such as via e-mail and text message, you consent to receive communications from us electronically. Please note that we are not obligated to respond to inquiries that we receive. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications

be in writing.

I. Investigations; Cooperation with Law Enforcement; Termination; Survival.

Sendtric reserves the right, without any limitation, to: (i) investigate any suspected breaches of its Site security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any Additional Terms, (iii) investigate any information obtained by Sendtric in accordance with its [Privacy Policy](#) with respect to law enforcement databases or compliance with criminal laws, (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any Additional Terms, and (vi) discontinue the Site, in whole or in part, or, except as may be expressly set forth in any Additional Terms, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to Sendtric under these Terms or any Additional Terms. Upon suspension or termination of your access to the Site, or upon notice from Sendtric, all rights granted to you under these Terms or any Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Site. The provisions of these Terms and any Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Sendtric in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

J. Assignment. Sendtric may assign its rights and obligations under these Terms and any Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Sendtric.

K. No Waiver. Except as expressly set forth in these Terms or any Additional Terms, (i) no failure or delay by you or Sendtric in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

L. U.S. Government Restricted Rights. If you are a government end user, then this provision applies to you. The Site provided in connection with these Terms has been developed entirely at private expense, as defined in FAR section 2.101, DFARS section 252.227-7014(a)(1) and DFARS section 252.227-7015 (or any equivalent or subsequent agency regulation thereof), and is provided as “commercial items,” “commercial computer site” and/or “commercial computer site documentation.” Consistent with DFARS section 227.7202 and FAR section 12.212 and to the extent required under U.S. federal law, the minimum restricted rights as set forth in FAR section 52.227-19 (or any equivalent or subsequent agency regulation thereof), any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by these Terms and shall be prohibited except to the extent expressly permitted by these Terms.

M. Connectivity. You are responsible for obtaining and maintaining all Devices and other equipment and software, and all internet service providers, mobile service, and other services needed for your access to and use of the Site and you will be responsible for all charges related to them.

N. Exclusions and Limitations; Consumer Protection Notice. The provisions of these Terms are intended only to be as broad and inclusive as is permitted by the laws of your state of residence. If you are a New Jersey resident, the terms of [Sections 12\(C\)](#), [14](#), and [16\(D\)](#) do not limit or waive your rights as a consumer under New Jersey law. In any event, Sendtric reserves all rights, defenses and permissible limitations under the law of your state of residence. Notwithstanding the foregoing, nothing herein shall be understood to modify Section 12 ("Dispute Resolution")