

POSTHONEY LLC

TERMS OF SERVICE AGREEMENT

Last Revised: 11/30/2019

PLEASE READ THIS TERMS OF SERVICE AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW

This Terms of Service Agreement (this "Agreement") is entered into by and between POSTHONEY.com, LLC, a Texas limited liability company ("POSTHONEY") and you, and is made effective as of the date of your first payment or the date of electronic acceptance. This Agreement sets forth the general terms and conditions of your use of the Site and the products and services purchased or accessed through this Site (individually and collectively, the "Services"). Services Agreements and additional policies apply to certain Services and are in addition to (not in lieu of) this Agreement. In the event of a conflict between the provisions of a Services Agreement and the provisions of this Agreement, the provisions of the applicable Services Agreement shall control.

The terms "we", "us" or "our" shall refer to POSTHONEY. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who accepts this Agreement, has access to your account or uses the Services. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

2. ELIGIBILITY; AUTHORITY

This Site and the Services are available only to individuals ("Users") who can form legally binding contracts under applicable law. By using this Site or the Services, you represent and warrant that you are (i) at least eighteen (18) years of age, (ii) otherwise recognized as being able to form legally binding contracts under applicable law, or (iii) are not a person barred from purchasing or receiving the Services found under the laws of the United States or other applicable jurisdiction.

If you are entering into this Agreement on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Agreement, in which case the terms "you", "your", "User" or "customer" shall refer to such corporate entity. If, after your electronic acceptance of this Agreement, POSTHONEY finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations. POSTHONEY shall not be liable for any loss or damage resulting from POSTHONEY's reliance on any instruction, notice, document or communication reasonably believed by POSTHONEY to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, POSTHONEY reserves the right (but undertakes no duty) to require additional authentication from you. You further agree to be bound

by the terms of this Agreement for transactions entered into by you, anyone acting as your agent and anyone who uses your account or the Services, whether or not authorized by you.

3. YOUR ACCOUNT

In order to access some of the features of this Site or use some of the Services, you will have to create an Account. You represent and warrant to POSTHONEY that all information you submit when you create your Account is accurate, current and complete, and that you will keep your Account information accurate, current and complete. If POSTHONEY has reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, POSTHONEY reserves the right, in its sole and absolute discretion, to suspend or terminate your Account. You are solely responsible for the activity that occurs on your Account, whether authorized by you or not, and you must keep your Account information secure, including without limitation your customer number/login, password, Payment Method(s) (as defined below). For security purposes, POSTHONEY recommends that you change your password at least once every six (6) months for each Account. You must notify POSTHONEY immediately of any breach of security or unauthorized use of your Account. POSTHONEY will not be liable for any loss you incur due to any unauthorized use of your Account. You, however, may be liable for any loss POSTHONEY or others incur caused by your Account, whether caused by you, or by an authorized person, or by an unauthorized person.

4. MODIFICATION OF AGREEMENT, SITE OR SERVICES

POSTHONEY may, in its sole and absolute discretion, change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site. Your use of this Site or the Services after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services. In addition, POSTHONEY may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your information current. POSTHONEY assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate email address. In addition, POSTHONEY may terminate Your use of Services for any violation or breach of any of the terms of this Agreement by You. POSTHONEY RESERVES THE RIGHT TO MODIFY, CHANGE, OR DISCONTINUE ANY ASPECT OF THIS SITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION PRICES AND FEES FOR THE SAME, AT ANY TIME.

5. GENERAL RULES OF CONDUCT

You acknowledge and agree that:

Your use of this Site and the Services, including any content you submit, will comply with this Agreement, any applicable Services Agreement or policy that may apply to your Services and all applicable local, state, national and international laws, rules and regulations.

You will not collect or harvest (or permit anyone else to collect or harvest) any User Content (as defined below) or any non-public or personally identifiable information about another User or any other person or entity without their express prior written consent.

You will not use this Site or the Services in a manner (as determined by POSTHONEY in its sole and absolute discretion) that:

Is illegal, or promotes or encourages illegal activity;

Promotes, encourages or engages in child pornography or the exploitation of children;

Promotes, encourages or engages in terrorism, violence against people, animals, or property;

Promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking;

Violates the Ryan Haight Online Pharmacy Consumer Protection Act of 2008 or similar legislation, or promotes, encourages or engages in the sale or distribution of prescription medication without a valid prescription;

Violates the Fight Online Sex Trafficking Act of 2017 or similar legislation, or promotes or facilitates prostitution and/or sex trafficking;

Infringes on the intellectual property rights of another User or any other person or entity;

Violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity;

Interferes with the operation of this Site or the Services found at this Site;

Contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or

Contains false or deceptive language, or unsubstantiated or comparative claims, regarding POSTHONEY or POSTHONEY's Services.

You will not copy or distribute in any medium any part of this Site or the Services, except where expressly authorized by POSTHONEY.

You will not modify or alter any part of this Site or the Services found at this Site or any of its related technologies.

You will not access POSTHONEY Content (as defined below) or User Content through any technology or means other than through this Site itself, or as POSTHONEY may designate.

You agree to back-up all of your User Content so that you can access and use it when needed.

POSTHONEY does not warrant that it backs-up any Account or User Content, and you agree to accept as a risk the loss of any and all of your User Content.

You will not re-sell or provide the Services for a commercial purpose, including any of POSTHONEY's related technologies, without POSTHONEY's express prior written consent.

You will not to circumvent, disable or otherwise interfere with the security-related features of this Site or the Services found at this Site (including without limitation those features that prevent or restrict use or copying of any POSTHONEY Content or User Content) or enforce limitations on the use of this Site or the Services found at this Site, the POSTHONEY Content or the User Content therein.

You agree to provide government-issued photo identification and/or government-issued business identification as required for verification of identity when requested.

You are aware that POSTHONEY may from time-to-time call you about your account, and that, for the purposes of any and all such call(s), you may be subject to call recording and hereby consent to the same, subject to any applicable laws and our restrictions and obligations thereunder, including, where permissible, to record the entirety of such calls regardless of

whether POSTHONEY asks you on any particular call for consent to record such call. You further acknowledge and agree that, to the extent permitted by applicable law, any such recording(s) may be submitted as evidence in any legal proceeding in which POSTHONEY is a party. Further, by providing your telephone or mobile number, you consent to receive marketing telephone calls from or on behalf of POSTHONEY that may be initiated by an automatic telephone dialing system and/or use an artificial or prerecorded voice. You understand that providing consent is not a condition of purchasing any good or service from POSTHONEY. Similarly, by providing your mobile number, you consent to receive marketing text messages from or on behalf of POSTHONEY that may be sent by an automatic telephone dialing system. You understand that providing consent is not a condition of purchasing any good or service from POSTHONEY. Message and data rates may apply.

Without limiting any of the rights set forth elsewhere in this Agreement, POSTHONEY expressly reserves the right to deny, cancel, terminate, suspend, or limit future access to this Site or any Services to any User (i) whose Account or Services were previously terminated or suspended, whether due to breach of this or any other Agreement or any POSTHONEY policy, or (ii) who otherwise engages or has engaged in inappropriate or unlawful activity while utilizing the Site or Services (as determined by POSTHONEY in its sole and absolute discretion).

6. USER CONTENT

Some of the features of this Site or the Services, including those Services that are hosted with POSTHONEY, may allow Users to view, post, publish, share, store, or manage (a) ideas, opinions, recommendations, or advice via forum posts, content submitted in connection with a contest, product reviews or recommendations, or photos to be incorporated into a social media event or activity (“User Submissions”), or (b) literary, artistic, musical, or other content, including but not limited to photos and videos (together with User Submissions, “User Content”). All content submitted through your Account is considered User Content. By posting or publishing User Content to this Site or to or via the Services, you represent and warrant to POSTHONEY that (i) you have all necessary rights to distribute User Content via this Site or via the Services, either because you are the author of the User Content and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the User Content, and (ii) the User Content does not violate the rights of any third party. You shall be solely responsible for any and all of your User Content or User Content that is submitted through your Account, and the consequences of, and requirements for, distributing it.

User Submissions. You acknowledge and agree that your User Submissions are entirely voluntary, do not establish a confidential relationship or obligate POSTHONEY to treat your User Submissions as confidential or secret, that POSTHONEY has no obligation, either express or implied, to develop or use your User Submissions, and no compensation is due to you or to anyone else for any intentional or unintentional use of your User Submissions, and that POSTHONEY may be working on the same or similar content, it may already know of such content from other sources, it may simply wish to develop this (or similar) content on its own, or it may have taken / will take some other action.

POSTHONEY shall own exclusive rights (including all intellectual property and other proprietary rights) to any User Submissions posted to this Site, and shall be entitled to the unrestricted use and dissemination of any User Submissions posted to this Site for any purpose, commercial or otherwise, without acknowledgment or compensation to you or to anyone else.

User Content Other Than User Submissions. By posting or publishing User Content to this Site or through the Services, you authorize POSTHONEY to use the intellectual property and other proprietary rights in and to your User Content to enable inclusion and use of the User Content in the manner contemplated by this Site and this Agreement. You hereby grant POSTHONEY a worldwide, non-exclusive, royalty-free, sub licensable (through multiple tiers), and transferable license to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content in connection with this Site, the Services and POSTHONEY's (and POSTHONEY's affiliates') business(es), including without limitation for promoting and redistributing all or part of this Site in any media formats and through any media channels without restrictions of any kind and without payment or other consideration of any kind, or permission or notification, to you or any third party. You also hereby grant each User of this Site a non-exclusive license to access your User Content (with the exception of User Content that you designate "private" or "password protected") through this Site, and to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content as permitted through the functionality of this Site and under this Agreement. The above licenses granted by you in your User Content terminate within a commercially reasonable time after you remove or delete your User Content from this Site. You understand and agree, however, that POSTHONEY may retain (but not distribute, display, or perform) server copies of your User Content that have been removed or deleted. The above licenses granted by you in your User Content are perpetual and irrevocable. Notwithstanding anything to the contrary contained herein, POSTHONEY shall not use any User Content that has been designated "private" or "password protected" by you for the purpose of promoting this Site or POSTHONEY's (or POSTHONEY's affiliates') business(es). If you have a website or other content hosted by POSTHONEY, you shall retain all of your ownership or licensed rights in User Content.

7. AVAILABILITY OF WEBSITE/SERVICES

Subject to the terms and conditions of this Agreement and our other policies and procedures, we shall use commercially reasonable efforts to attempt to provide this Site and the Services on a twenty-four (24) hours a day, seven (7) days a week basis. You acknowledge and agree that from time to time this Site may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that we undertake from time to time; or causes beyond our reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that we have no control over the availability of this Site or the Service on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto.

8. PROTECTION OF YOUR DATA

POSTHONEY offers certain services available to you that may involve the submission, collection and/or use of personally identifying or identifiable information about you and your own customers ("Your Data") in the course of your use of these Services ("Covered Services"). Your Data, for the purpose of this Section, excludes any User Content. POSTHONEY's Data Processing Addendum ("DPA"), which is hereby incorporated by reference and applicable to Covered Services, is meant to provide you contractual assurance that we have robust mechanisms to ensure the transfer of Your Data, including transfers of Your Data from the EEA to the Covered Services, meets with compliance under applicable data privacy laws.

For the purposes of the DPA and the Standard Contractual Clauses attached to the DPA (when and as applicable), you (and your applicable affiliates) are considered the Data Controller/Data Exporter, and your acceptance of the terms of service governing Covered Services at the time of purchase of any Covered Services will also be treated as your acknowledgement and acceptance of the DPA and its appendices (including the Standard Contractual Clauses and its appendices, as applicable).

Covered Services, as defined in this Section and in the DPA, include services that are subject to the terms and conditions of the following Agreements: (1) Social Media Marketing, (2) Animated logo design, (3) Website Design, (4) Facebook cover Photo Video, (5) Logo Design, (6) Platform Optimization

9. PRODUCT CREDITS

In the event you are provided with a product credit ("Credit"), whether for redemption of the purchase of a specific product or for free with the purchase of another product ("Purchased Product"), you acknowledge and agree that such Credit is only valid for one (1) year and is only available with a valid purchase and may be terminated in the event the product purchased is deleted, cancelled, transferred or not renewed. The Credit will expire one (1) year from date of purchase of the Purchased Product if the Credit has not been redeemed. In the event that the Credit is redeemed, after the initial subscription period, the product will automatically renew at the then-current renewal price until cancelled. If you wish to cancel the automatic renewal of the product, you may do so by visiting your Account or by contacting customer service. For Credits issues for free with another Purchased Product, you acknowledge and agree that we may swap your Credit for a similar product, in our sole discretion.

10. DISCONTINUED SERVICES; END OF LIFE POLICY

POSTHONEY reserves the right to cease offering or providing any of the Services at any time, for any or no reason, and without prior notice. Although POSTHONEY makes great effort to maximize the lifespan of all its Services, there are times when a Service we offer will be discontinued or reach its End-of-Life ("EOL"). If that is the case, that product or service will no longer be supported by POSTHONEY, in any way, effective on the EOL date.

Notice and Migration. In the event that any Service we offer has reached or will reach EOL, we will attempt to notify you thirty or more days in advance of the EOL date. It is your

responsibility to take all necessary steps to replace the Service by migrating to a new Service before the EOL date, or by entirely ceasing reliance on said Service before the EOL date. In either case, POSTHONEY will either offer a comparable Service for you to migrate to for the remainder of the term of your purchase, a prorated in-store credit, or a prorated refund, to be determined by POSTHONEY in its sole and absolute discretion. POSTHONEY may, with or without notice to you, migrate you to the most up-to-date version of the Service, if available. You agree to take full responsibility for any and all loss or damage arising from any such migration.

No Liability. POSTHONEY will not be liable to you or any third party for any modification, suspension, or discontinuance of any of the Services we may offer or facilitate access to.

11. MONITORING OF CONTENT; ACCOUNT TERMINATION POLICY

POSTHONEY generally does not pre-screen User Content. However, POSTHONEY reserves the right (but undertakes no duty) to do so and decide whether any item of User Content is appropriate and/or complies with this Agreement. POSTHONEY may remove any item of User Content (whether posted to a website hosted by POSTHONEY or posted to this Site) and/or terminate a User's access to this Site or the Services found at this Site for posting or publishing any material in violation of this Agreement, or for otherwise violating this Agreement (as determined by POSTHONEY in its sole and absolute discretion), at any time and without prior notice. POSTHONEY may also terminate a User's access to this Site (www.POSTHONEY.com) or the Services found at this Site if POSTHONEY has reason to believe the User is a repeat offender. If POSTHONEY terminates your access to this Site or the Services found at this Site, POSTHONEY may, in its sole and absolute discretion, remove and destroy any data and files stored by you on its servers.

12. FEES AND PAYMENTS

You agree that your Payment Method may be charged by one of our affiliated entities. If, during your purchase, your payment was identified as being processed in the United States, your transaction will be processed by POSTHONEY.com, LLC.

(A) GENERAL TERMS, INCLUDING AUTOMATIC RENEWAL TERMS

Payment Due at Time of Order; Non-Refundable. You agree to pay all amounts due for Services at the time you order them. All amounts are non-refundable unless otherwise noted in the Refund Policy.

Price Changes. POSTHONEY reserves the right to change its prices and fees at any time, and such changes shall be posted online at this Site and effective immediately without need for further notice to you. If you have purchased or obtained Services for a period of months or years, changes in prices and fees shall be effective when the Services in question come up for renewal as further described below.

Payment Types. Except as prohibited in any product-specific agreement, you may pay for Services by using any of the following “Payment Methods”: (1) valid credit card, (2) electronic payment from your personal or business checking account, as appropriate (and as defined below), or (3) via in-store credit balances, if applicable (and as defined below), each a “Payment Method”. Confirmation of your order will be sent to the email address on file for your Account. Your Payment Method on file must be kept valid if you have any active Services in your Account. In addition, you agree that the location for the processing of your payments may change for any reason, including the type of Payment Method chosen, the currency selected, or changes or updates made to your Payment Method.

Refunds Issued. You agree that where refunds are issued to your Payment Method, POSTHONEY's issuance of a refund receipt is only confirmation that POSTHONEY has submitted your refund to the Payment Method charged at the time of the original sale, and that POSTHONEY has no control over when the refund will be applied towards your Payment Method's available balance. You further acknowledge and agree that the payment provider and/or individual issuing bank associated with your Payment Method establish and regulate the time frames for posting your refund, and that such refund posting time frames may range from five (5) business days to a full billing cycle, or longer.

In the event a refund is issued to your Payment Method and the payment provider, payment processor or individual issuing bank associated with your Payment Method imposes any limitations on refunds, including but not limited to, limitations as to the timing of the refund or the number of refunds allowed, then POSTHONEY, in its sole and absolute discretion, reserves the right to issue the refund either (i) in the form of an in-store credit; (ii) via issuance of a POSTHONEY check, which will be sent to the mailing address on file for your Account; or (iii) in some jurisdictions, as a bank transfer, when the payment processor cannot refund back to the Payment Method. POSTHONEY also has the right to offer an in-store credit for customers seeking refunds, even if there are no limitations on refunds imposed by the Payment Method.

Monthly Billing Date. If you are being billed on a monthly basis, your monthly billing date will be based on the date of the month you purchased the Services, unless that date falls after the 28th of the month, in which case your billing date will be the 28th of each month.

Auto-Renewal Terms. Other than as required by applicable law, POSTHONEY does not retain hard copies or electronic versions of mandate, standing order or standing instruction forms and/or any signed consents relating to your usage of our automatic renewal services, and we are therefore unable to provide any such document upon request. You may view or change your automatic renewal settings at any time by contacting POSTHONEY directly.

IN ORDER TO ENSURE THAT YOU DO NOT EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, ALL SERVICES ARE OFFERED ON AUTOMATIC RENEWAL. EXCEPT FOR REASONS DESCRIBED BELOW IN THIS SECTION, AUTOMATIC RENEWAL AUTOMATICALLY RENEWS THE APPLICABLE SERVICE UPON EXPIRATION OF THE THEN CURRENT TERM FOR A RENEWAL PERIOD EQUAL IN TIME TO THE MOST RECENT SERVICE PERIOD. FOR EXAMPLE, IF YOUR LAST SERVICE PERIOD IS FOR ONE YEAR, YOUR RENEWAL PERIOD WILL TYPICALLY

BE FOR ONE YEAR. HOWEVER, IN THE EVENT RENEWAL WITH THE PAYMENT METHOD ON FILE FAILS, POSTHONEY MAY ATTEMPT TO RENEW THE APPLICABLE SERVICE FOR A PERIOD LESS THAN THE ORIGINAL SUBSCRIPTION PERIOD TO THE EXTENT NECESSARY FOR THE TRANSACTION TO SUCCEED.

POSTHONEY WILL AUTOMATICALLY RENEW THE APPLICABLE SERVICE WHEN IT COMES UP FOR RENEWAL AND WILL TAKE PAYMENT FROM THE PAYMENT METHOD ASSOCIATED WITH THE SERVICE(S) IN YOUR ACCOUNT OR YOUR DESIGNATED BACKUP PAYMENT METHOD(S) ON FILE WITH POSTHONEY. IN AUTOMATICALLY RENEWING YOUR SERVICES, POSTHONEY WILL FIRST ATTEMPT TO CHARGE THE PAYMENT METHOD ASSOCIATED WITH THE SERVICE(S) IN YOUR ACCOUNT. IN THE EVENT POSTHONEY CANNOT SUCCESSFULLY CHARGE THIS PAYMENT METHOD, WE WILL ATTEMPT TO CHARGE THE PAYMENT METHOD(S) DESIGNATED AS "BACKUP" IN YOUR ACCOUNT. RENEWALS WILL BE CHARGED AT POSTHONEY'S THEN CURRENT RATES, WHICH YOU ACKNOWLEDGE AND AGREE MAY BE HIGHER OR LOWER THAN THE RATES FOR THE ORIGINAL SERVICE PERIOD. IN ORDER TO SEE THE RENEWAL SETTINGS APPLICABLE TO YOU AND YOUR SERVICES, SIMPLY CONTACT POSTHONEY. IF YOU DO NOT WISH FOR ANY SERVICE TO AUTOMATICALLY RENEW, YOU MAY ELECT TO CANCEL RENEWAL, IN WHICH CASE, YOUR SERVICES WILL TERMINATE UPON EXPIRATION OF THE THEN CURRENT TERM, UNLESS YOU MANUALLY RENEW YOUR SERVICES PRIOR TO THAT DATE. IN OTHER WORDS, SHOULD YOU ELECT TO CANCEL YOUR PRODUCT AND FAIL TO MANUALLY RENEW YOUR SERVICES BEFORE THEY EXPIRE, YOU MAY EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, AND POSTHONEY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

IN ADDITION, POSTHONEY MAY PARTICIPATE IN "RECURRING BILLING PROGRAMS" OR "ACCOUNT UPDATER SERVICES" SUPPORTED BY YOUR CREDIT CARD PROVIDER (AND ULTIMATELY DEPENDENT ON YOUR BANK'S PARTICIPATION). IF WE ARE UNABLE TO SUCCESSFULLY CHARGE YOUR EXISTING PAYMENT METHOD, YOUR CREDIT CARD PROVIDER (OR YOUR BANK) MAY NOTIFY US OF UPDATES TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, OR THEY MAY AUTOMATICALLY CHARGE YOUR NEW CREDIT CARD ON OUR BEHALF WITHOUT NOTIFICATION TO US. IN ACCORDANCE WITH RECURRING BILLING PROGRAM REQUIREMENTS, IN THE EVENT THAT WE ARE NOTIFIED OF AN UPDATE TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, POSTHONEY WILL AUTOMATICALLY UPDATE YOUR PAYMENT PROFILE ON YOUR BEHALF. POSTHONEY MAKES NO GUARANTEES THAT WE WILL REQUEST OR RECEIVE UPDATED CREDIT CARD INFORMATION. YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO MODIFY AND MAINTAIN YOUR ACCOUNT SETTINGS, INCLUDING BUT NOT LIMITED TO (I) CANCELLING PRODUCTS AND (II) ENSURING YOUR ASSOCIATED PAYMENT METHOD(S) ARE CURRENT AND VALID. FURTHER, YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO DO SO, MAY RESULT IN

THE INTERRUPTION OR LOSS OF SERVICES, AND POSTHONEY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

If for any reason POSTHONEY is unable to charge your Payment Method for the full amount owed, or if POSTHONEY receives notification of a chargeback, reversal, payment dispute, or is charged a penalty for any fee it previously charged to your Payment Method, you agree that POSTHONEY may pursue all available lawful remedies in order to obtain payment, including but not limited to, immediate cancellation, without notice to you, of any Services registered or renewed on your behalf. POSTHONEY also reserves the right to charge you reasonable “administrative” fees” for (i) tasks POSTHONEY may perform outside the normal scope of its Services, (ii) additional time and/or costs POSTHONEY may incur in providing its Services, and/or (iii) your noncompliance with this Agreement (as determined by POSTHONEY in its sole and absolute discretion). Typical administrative or processing fee scenarios include, but are not limited to (i) customer service issues that require additional personal time or attention; (ii) UDRP actions(s) disputes that require accounting or legal services, whether performed by POSTHONEY staff or by outside firms retained by POSTHONEY; (iii) recouping any and all costs and fees, including the cost of Services, incurred by POSTHONEY as the results of chargebacks or other payment disputes brought by you, your bank or Payment Method processor. These administrative fees or processing fees will be billed to the Payment Method you have on file with POSTHONEY.

(B) REFUND POLICY

Products and Services available for refunds are described here (“Refund Policy”).

(C) PAY BY CHECK (ELECTRONIC PAYMENT)

By using POSTHONEY’s pay by check option (“Pay By Check”), you can purchase POSTHONEY Services using an electronic payment (from your personal or business checking account (“Checking Account”), as appropriate). In connection, you agree to allow a third-party check services provider, Certegy Check Services, Inc., (“Check Services Provider”) to debit the full amount of your purchase from your Checking Account, which is non-refundable. Check Services Provider will create an electronic funds transfer (“EFT”) or bank draft, which will be presented to your bank or financial institution for payment from your Checking Account. The Checking Account must be at a financial institution in the United States, and payment must be in U.S. Dollars.

It is your responsibility to keep your Checking Account current and funded. You agree that (i) Check Services Provider or POSTHONEY reserve the right to decline a transaction for any reason (including, but not limited to, payments that fail to go through as a result of your Checking Account no longer existing or not holding available/sufficient funds) and (ii) in such event, neither Check Services Provider nor POSTHONEY shall be liable to you or any third party regarding the same. If for any reason Check Services Provider is unable to withdraw the full amount owed for the Services provided, you agree that Check Services Provider and

POSTHONEY may pursue all available lawful remedies in order to obtain payment (plus any applicable fees). POSTHONEY is not responsible for the actions of Check Services Provider. You agree that if the EFT or bank draft is returned unpaid, you will pay a service charge in accordance with the fees permitted by law for each U.S. State. A help article describing the Check Services Provider and outlining the service charges referenced above can be found [here](#). These fees may be debited from your Checking Account using an EFT or bank draft. All fees are in U.S. Dollars.

POSTHONEY and its service providers, including but not limited to Check Services Provider and Complete Payment Recovery Services, Inc., may provide you with notices, including by email, regular mail, SMS, MMS, text message, postings on the services, or other reasonable means now known or hereafter developed. Such notices may not be received if you violate these terms of service by accessing the services in an unauthorized manner. Your agreement to these terms of service constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the services in an authorized manner. Failure to receive such notices for any reason shall not excuse any payment or other obligation to POSTHONEY and Check Services Provider. You further expressly authorize POSTHONEY and its service providers, including but not limited to Check Services Provider and Complete Payment Recovery Services, Inc., and their affiliates to contact you, via auto-dialer, pre-recorded messages, or any other method, on any of your mobile phone numbers or emails. You further acknowledge that email addresses you provide are not shared, accessed by others and are not employer-related email addresses.

(D) IN-STORE CREDIT BALANCES

In the event that your Account contains an in-store credit balance: (1) you may apply any available credit balance to any future purchase in your Account; and (2) you authorize POSTHONEY to apply any available credit balance to any outstanding administrative fees, chargebacks, or other fees related to your Account. In the event that POSTHONEY is unable to successfully charge either the Payment Method associated with a specific Service in your account or your backup Payment Methods when processing Service renewals, POSTHONEY may use any available in-store credit balance if there are enough funds to cover the entire transaction. Regardless of the amount of in-store credit available in your account, POSTHONEY is not responsible for the loss of products resulting from an inability to collect funds from your Payment Methods or the in-store credit. If you have more than one in-store credit, then the credits will be processed according to the age of the credit, with the oldest in-store credit being applied first.

You acknowledge that in-store credit balances are non-transferrable, may only be used in the Account in which they were acquired and may expire. Complimentary in-store credits will expire one year after issuance. In the event that POSTHONEY terminates your Account, you acknowledge and agree that any remaining available in-store credit balance will be forfeited.

You also acknowledge that funds available in your in-store credit balance will be held by POSTHONEY and will not accrue or pay interest for your behalf. To the extent any interest may

accrue, you agree that POSTHONEY is entitled to receive and keep any such amounts to cover costs associated with supporting the in-store credit balance functionality.

13.NO SPAM; LIQUIDATED DAMAGES

No Spam. We do not tolerate the transmission of spam. We maintain a spam abuse complaint center to register allegations of spam abuse. Customers suspected to be using our products and services for the purpose of sending spam are fully investigated. If we determine there is a problem with spam, we will take the appropriate action to resolve the situation.

We define spam as the sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or Unsolicited Facsimiles (Fax), which is email or facsimile sent to recipients as an advertisement or otherwise, without first obtaining prior confirmed consent to receive these communications. This can include, but is not limited to, the following:

Email Messages

Newsgroup postings

Windows system messages

Pop-up messages (aka "adware" or "spyware" messages)

Instant messages (using AOL, MSN, Yahoo or other instant messenger programs)

Online chat room advertisements

Guestbook or Website Forum postings

Facsimile Solicitations

Text/SMS Messages

We will not allow our servers and services to be used for the purposes described above. In order to use our products and services, you must not only abide by all applicable laws and regulations, which include the Can-Spam Act of 2003 and the Telephone Consumer Protection Act, but you must also abide by this no spam policy. Commercial advertising and/or bulk emails or faxes may only be sent to recipients who have "opted-in" to receive messages. They must include a legitimate return address and reply-to address, the sender's physical address, and an opt-out method in the footer of the email or fax. Upon request by us, conclusive proof of opt-in may be required for an email address or fax number.

If we determine the account, products, or services in question are being used in association with spam, we may re-direct, suspend, or cancel any account, web site hosting, domain registration, email boxes, or other applicable products or services. In such event, at our election, we may require you to respond by email to us stating that you will cease to send spam and/or have spam sent on your behalf and to require a non-refundable reactivation fee to be paid before the site, email boxes, and/or services are reactivated.

We encourage all customers and recipients of email generated from our products and services to report suspected spam. Suspected abuse can be reported by email or through our Spam Abuse Complaint Center on the Web. Web: report abuse.

Liquidated Damages. You agree that we may immediately terminate any Account which we believe, in our sole and absolute discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated then you agree to pay us liquidated damages in the amount of \$1.00 for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with your Account.

14. ADDITIONAL RESERVATION OF RIGHTS

POSTHONEY expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) any Account or Services for any reason (as determined by POSTHONEY in its sole and absolute discretion), including but not limited to the following: (i) to correct mistakes made by POSTHONEY in offering or delivering any Services, (ii) to assist with our fraud and abuse detection and prevention efforts, (iv) to comply with court orders against you and applicable local, state, national and international laws, rules and regulations, (v) to comply with requests of law enforcement, including subpoena requests, (vi) to comply with any dispute resolution process, (vii) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit, (viii) to avoid any civil or criminal liability on the part of POSTHONEY, its officers, directors, employees and agents, as well as POSTHONEY's affiliates, including, but not limited to, instances where you have sued or threatened to sue POSTHONEY, or (ix) to respond to an excessive amount of complaints related in any way to your Account, or content on your social media platforms that could result in damage to POSTHONEY's business, operations, reputation or shareholders. POSTHONEY expressly reserves the right to terminate, without notice to you, any and all Services where, in POSTHONEY's sole discretion, you are harassing or threatening POSTHONEY and/or any of POSTHONEY's employees.

POSTHONEY Content. Except for User Content, the content on this Site and the Services , including without limitation the text, software, scripts, source code, API, graphics, photos, sounds, music, videos and interactive features and the trademarks, service marks and logos contained therein ("POSTHONEY Content"), are owned by or licensed to POSTHONEY in perpetuity, and are subject to copyright, trademark, and/or patent protection in the United States and foreign countries, and other intellectual property rights under United States and foreign laws. POSTHONEY Content is provided to you "as is", "as available" and "with all faults" for your information and personal, non-commercial use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without the express prior written consent of POSTHONEY. No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by this Agreement. POSTHONEY reserves all rights not expressly granted in and to the POSTHONEY Content, this Site and the Services, and this Agreement do not transfer ownership of any of these rights.

15. TRADEMARK AND/OR COPYRIGHT CLAIMS

POSTHONEY supports the protection of intellectual property. If you would like to submit (i) a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark, or (ii) a copyright claim for material on which you hold a bona fide copyright, please refer to POSTHONEY's Trademark and/or Copyright Infringement Policy referenced above and available here.

16. LINKS TO THIRD-PARTY WEBSITES

This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by POSTHONEY. POSTHONEY assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, POSTHONEY does not censor or edit the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release POSTHONEY from any and all liability arising from your use of any third-party website. Accordingly, POSTHONEY encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

17. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE AND THE SERVICES FOUND AT THIS SITE SHALL BE AT YOUR OWN RISK AND THAT THIS SITE AND THE SERVICES FOUND AT THIS SITE ARE PROVIDED “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS”. POSTHONEY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. POSTHONEY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND POSTHONEY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY POSTHONEY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CALL CENTER OR CUSTOMER SERVICE REPRESENTATIVES), AND THIRD PARTY SERVICE PROVIDERS WILL (I) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND AT THIS SITE, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

18. LIMITATION OF LIABILITY

IN NO EVENT SHALL POSTHONEY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IX) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, AND/OR (X) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT POSTHONEY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL POSTHONEY'S TOTAL AGGREGATE LIABILITY EXCEED \$10,000.00 U.S. DOLLARS.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

19. INDEMNITY

You agree to protect, defend, indemnify and hold harmless POSTHONEY and its officers, directors, employees, agents, and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by POSTHONEY directly or indirectly arising from (i) your use of and access to this Site or the Services found at this Site; (ii) your violation of any provision of this Agreement or the policies

or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

20. COMPLIANCE WITH LOCAL LAWS

POSTHONEY makes no representation or warranty that the content available on this Site or the Services found at this Site are appropriate in every country or jurisdiction, and access to this Site or the Services found at this Site from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site or the Services found at this Site are responsible for compliance with all local laws, rules and regulations.

21. DISPUTES, BINDING INDIVIDUAL ARBITRATION AND WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS

PLEASE READ THIS SECTION CAREFULLY. FOLLOW THE INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE PROVISIONS REQUIRING YOU TO RESOLVE DISPUTES THROUGH INDIVIDUAL ARBITRATION.

(A) Disputes. The terms of this Section shall apply to all Disputes between you and POSTHONEY. For the purposes of this Section, “Dispute” shall mean any dispute, claim, or action between you and POSTHONEY arising under or relating to any POSTHONEY Services or Products, these Terms, or any other transaction involving you and POSTHONEY, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis, and shall be interpreted to be given the broadest meaning allowable under law. YOU AND POSTHONEY AGREE THAT “DISPUTE” AS DEFINED IN THESE TERMS SHALL NOT INCLUDE ANY CLAIM OR CAUSE OF ACTION BY YOU OR POSTHONEY FOR (I) TRADE SECRET MISAPPROPRIATION, (II) PATENT INFRINGEMENT, (III) COPYRIGHT INFRINGEMENT OR MISUSE, AND (IV) TRADEMARK INFRINGEMENT OR DILUTION. Moreover, notwithstanding anything else in these Terms, you agree that a court, not the arbitrator, may decide if a claim falls within one of these four exceptions.

(B) Binding Arbitration. You and POSTHONEY further agree: (i) to arbitrate all Disputes between the parties pursuant to the provisions in these Terms; (ii) these Terms memorialize a transaction in interstate commerce; (iii) the Federal Arbitration Act (9 U.S.C. §1, et seq.) governs the interpretation and enforcement of this Section; and (iv) this Section shall survive termination of these Terms. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY IN A COURT PROCEEDING AND YOUR GROUNDS FOR APPEAL ARE LIMITED. The arbitrator may award you the same damages as a court sitting in proper jurisdiction, as limited by the Limitation of Liability set forth in Section 15 of this Agreement and 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. In addition, in some instances, the costs of arbitration could exceed the costs of litigation and the

right to discovery may be more limited in arbitration than in court. The decision of the arbitrator shall be final and enforceable by any court with jurisdiction over the parties.

(C) Small Claims Court. Notwithstanding the foregoing, you may bring an individual action in the small claims court of your state or municipality if the action is within that court's jurisdiction and is pending only in that court.

(D) Dispute Notice. In the event of a Dispute, you or POSTHONEY must first send to the other party a notice of the Dispute that shall include a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested (the "Dispute Notice"). The Dispute Notice to POSTHONEY must be addressed to: POSTHONEY, 13112 Maidenhair Trail, Elgin, TX 78621, Attn.: POSTHONEY Legal (the "POSTHONEY Notice Address"). The Dispute Notice to you will be sent by certified mail to the most recent address we have on file or otherwise in our records for you. If POSTHONEY and you do not reach an agreement to resolve the Dispute within sixty (60) days after the Dispute Notice is received, you or POSTHONEY may commence an arbitration proceeding pursuant to this Section. Following submission and receipt of the Dispute Notice, each of us agrees to act in good faith to seek to resolve the Dispute before commencing arbitration.

(E) WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS. YOU AND POSTHONEY AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION FEDERAL OR STATE CLASS ACTIONS, OR CLASS ARBITRATIONS. NEITHER YOU NOR POSTHONEY WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OF PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR OTHER PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.

(F) Arbitration Procedure. If a party elects to commence arbitration, the arbitration will be administered by the American Arbitration Association ("AAA") and governed by the Consumer Arbitration Rules of the AAA ("AAA Rules") in conjunction with the rules set forth in these Terms, except that AAA may not administer any multiple claimant or class arbitration, as the parties agree that the arbitration shall be limited to the resolution only of individual claims. The AAA Rules are at www.adr.org or by calling 1-800-778-7879. If there is a conflict between the AAA Rules and the rules set forth in these Terms, the rules set forth in these Terms shall govern. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to federal, state, or local laws, as limited by the Limitation of Liability set forth in Section 15 of this Agreement. All Disputes shall be resolved by a single neutral arbitrator, and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. The arbitrator is bound by these Terms. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to, any claim

that all or any part of these Terms is void or voidable. The arbitrator shall also have exclusive authority to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim. Notwithstanding this broad delegation of authority to the arbitrator, a court may determine the limited question of whether a claim or cause of action is for (i) trade secret misappropriation, (ii) patent infringement, (iii) copyright infringement or misuse, or (iv) trademark infringement or dilution, which are excluded from the definition of “Disputes” as stated above. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator’s award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. You may choose to engage in arbitration hearings by telephone. Arbitration hearings not conducted by telephone shall take place in a location reasonably accessible from your primary residence (or principal place of business if you are a small business), or in Travis county, Texas, at your option.

(G) Initiation of Arbitration Proceeding. If either you or POSTHONEY decide to arbitrate a Dispute, we agree to the following procedure:

- i. Write a Demand for Arbitration. The demand must include a description of the Dispute and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at www.adr.org (“Demand for Arbitration: Consumer Arbitration Rules”).
- ii. Send one copy of the Demand for Arbitration to AAA by mail at American Arbitration Association Case Filing Services 1101 Laurel Oak Road, Suite 100 Voorhees, NJ 08043.
- iii. Send one copy of the Demand for Arbitration to the other party at the same address as the Dispute Notice, or as otherwise agreed to by the parties.

(H) Hearing Format. In all hearing formats, the arbitrator shall issue a written decision that explains the essential findings and conclusions on which an award, if any, is based. During the arbitration, the amount of any settlement offer made by POSTHONEY or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or POSTHONEY is entitled. The discovery or exchange of non-privileged information relevant to the Dispute may be allowed during the arbitration.

(I) Arbitration Fees and Payments.

- i. Disputes involving \$75,000.00 or less. POSTHONEY will promptly reimburse your filing fees and pay the AAA’s and arbitrator’s fees and expenses. If you reject POSTHONEY’s last written settlement offer made before the arbitrator was appointed (“POSTHONEY’s last written offer”), your dispute goes all the way to an arbitrator’s decision (called an “award”), and the arbitrator awards you more than POSTHONEY’s last written offer, POSTHONEY will: (i) pay the greater of the award or \$1,000.00; (ii) pay twice your reasonable attorney’s fees, if any; and (iii) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amount of fees, costs, and expenses unless you and POSTHONEY agree on them.

ii. Disputes involving more than \$75,000.00. The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

iii. Disputes involving any amount. In any arbitration you commence, POSTHONEY will seek its AAA or arbitrator's fees and expenses, or your filing fees it reimbursed, only if the arbitrator finds the arbitration frivolous or brought for an improper purpose. In any arbitration POSTHONEY commences, POSTHONEY will pay all filing, AAA, and arbitrator's fees and expenses. POSTHONEY will not seek its attorney's fees or expenses from you in any arbitration. Fees and expenses are not included in determining the amount in dispute.

(J) Claims or Disputes Must be Filed Within One Year. To the extent permitted by law, any claim or dispute to which this Section applies must be filed within one year in small claims or in arbitration. The one-year period begins when the claim or Notice of Dispute first could be filed. If not filed within one year, the claim or dispute will be permanently barred.

(K) 30-Day Opt-out Period. IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION PROVISION IN THIS DISPUTES SECTION, YOU MUST NOTIFY POSTHONEY BY E-MAILING POSTHONEY@outlook.com WITHIN 30 DAYS OF THE DATE THAT YOU ACCEPT THESE TERMS (UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW). In the e-mail, you must provide your (a) first name, (b) last name (c) address, (d) phone number, and (e) account number(s) and state the following: "I wish to opt out of the arbitration provision contained in POSTHONEY's Terms of Service Agreement." By providing your information in the method above, you are opting out of the agreement to arbitrate contained in POSTHONEY's Terms of Service. Your opt-out request will only be valid if made within thirty (30) days of first accepting the Terms of Service. In the event that you opt-out consistent with the procedure set forth above, all other terms shall contain herein shall continue to apply, including those related to the applicable governing law and the court(s) in which legal disputes may be brought.

(L) Amendments to this Section. Notwithstanding any provision in these Terms to the contrary, you and POSTHONEY agree that if POSTHONEY makes any future amendments to the dispute resolution procedure and class action waiver provisions (other than a change to POSTHONEY's address) in these Terms, POSTHONEY will notify you and you will have thirty (30) days from the date of notice to affirmatively opt-out of any such amendments. If you affirmatively opt-out of any future amendments, you are agreeing that you will arbitrate any Dispute between us in accordance with the language of this Section as stated in these current Terms, without any of the proposed amendments governing. If you do not affirmatively opt-out of any future amendments, you will be deemed to have consented to any such future amendments.

(M) Severability. If any provision in this Section is found to be unenforceable, that provision shall be severed with the remainder of these Terms remaining in full force and effect. The foregoing shall not apply to the prohibition against class or representative actions; if the prohibition against class or representative actions is found to be unenforceable, this entire Section shall be null and void. The terms of this Section shall otherwise survive any termination of these Terms.

(N) Exclusive Venue for Other Controversies. POSTHONEY and you agree that any controversy excluded from the dispute resolution procedure and class action waiver provisions in this Section (other than an individual action filed in small claims court) shall be filed only in the Superior Court of Travis County, Texas, or the United States District Court for the District of Texas, and each party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts for any such controversy. You also agree to waive the right to trial by jury in any such action or proceeding.

22. UNCLAIMED PROPERTY; DORMANCY CHARGES

Please be advised that if a customer has an outstanding account balance (a credit positive balance) for three (3) years or more for any reason, and (i) POSTHONEY is unable to issue payment to such customer or (ii) POSTHONEY issued payment to such customer in the form of a paper check, but the check was never cashed, then POSTHONEY shall turn over such account balance to the State of Texas in accordance with state law. You acknowledge and agree that in either case (i) or (ii) above, POSTHONEY may withhold a dormancy charge in an amount equal to the lesser of \$25.00 or the total outstanding account balance associated with such customer.

23. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

24. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

25. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

ENGLISH LANGUAGE CONTROLS

This Agreement, along with all policies and the applicable product agreements identified above and incorporated herein by reference (collectively, the "Agreement"), is executed in the English language. To the extent any translation is provided to you, it is provided for convenience purposes only, and in the event of any conflict between the English and translated version, where permitted by law, the English version will control and prevail. Where the translated version is required to be provided to you and is to be considered binding by law (i) both language versions shall have equal validity, (ii) each party acknowledges that it has reviewed both language versions and that they are substantially the same in all material respects, and (iii) in the event of any discrepancy between these two versions, the translated version may prevail, provided that the intent of the Parties has been fully taken into consideration.

CONTACT INFORMATION

If you have any questions about this Agreement, please contact us by email or regular mail at the following address:

POSTHONEY Legal Department
13112 Maidenhair Trail.
Elgin, TX 78621
posthoney@outlook.com

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I _____ agree to these Terms of Service _____
(Print Name) (Signature)

Date _____