

## Ogreets.com Terms of Use

Updated on August 25<sup>th</sup>, 2023

By using this website Ogreets.com (the “Website”), you acknowledge that you have read, understand and agree to the terms, conditions and notices in this Agreement (the “Agreement”). This Website is offered to you by Occasion Greetings, LLC of Glendale, California (also referred to as “Ogreets”) on the condition that you accept the terms, conditions, and notices contained on this page and on other pages of this Website. Ogreets reserves the right to periodically modify this Agreement. Ogreets reserves the rights to discontinue service to you for any reason, including without limitation, if you violate this Agreement.

You agree that you will not gain or use unauthorized access to the Website or any account. You agree to not interfere with the operation of the Website or any ability to access the Website. You agree not to engage in any improper activity in conjunction with the Website, including without limitation, unlawful, threatening, harassing, abusive, defamatory, intimidating, fraudulent, tortious, scandalous, vulgar, obscene, indecent, sexually explicit, pornographic or otherwise objectionable activity. You agree not to solicit Ogreets or users of the Website. You agree not to engage in any use of the Website that is, in Ogreets’ sole discretion, considered inappropriate, unauthorized or objectionable. You warrant to Ogreets that you will not use this Website for any purpose that is unlawful or prohibited by this Agreement.

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We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on this Website or through any of its features or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. In addition, no Ogreets' cards should be sent to any person under the age of 13 unless you have received prior approval from their parents. When sending an Ogreets card to anyone (no matter their age) we will automatically have their email address in our database. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at [privacy@ogreets.com](mailto:privacy@ogreets.com).

### Text Messaging Services

- As an Ogreets member, you have the ability to send invitations/greeting cards (Ogreets) via short message services (SMS). Prior to sending an invitation or greeting card you

must receive permission from the intended recipient. If the intended recipient does not give permission to you allowing you to send him/her an invitation or greeting card you cannot send such a message to that person.

- Members can send Ogreets via SMS up to 250 phone numbers per month. If an SMS is sent to the same phone number multiple times, each time it is sent, it counts as one more SMS against the 250 allotted messages.
- Ogreets does not impose any additional charges beyond our membership fees to send Ogreets cards via SMS. However, there may be additional charges that might apply depending on the type/size of the message you are sending and or receiving that are assessed by your wireless provider. If you have any questions about your text/data plans, please contact your wireless provider.
- If there is a delayed or undelivered message, the wireless provider is not liable.

### **Email Messaging**

- As an Ogreets member, you have the ability to send invitations/greeting cards (Ogreets) via email.
- Members can send Ogreets via email up to 1,000 email addresses per month. If an Ogreets is sent to the same email address multiple times, each time it is sent, it counts as one more email address against the 1,000 allotted messages.

### **If there is a need to send more than the stated email/SMS limits**

- We recognize there will be times (i.e. Wedding Invitations, Holiday Parties, etc.) when an Ogreets Member may want to send an Ogreets to a large number of people.
- In the event you, as a member, need to send an Ogreets to more than our limits allow, please inform Ogreets ahead of time by sending a message to: [memberships@ogreets.com](mailto:memberships@ogreets.com). We will review your request and will inform you if we can accommodate this exception.
- If you are a business and need to send more than our stated limits on an ongoing basis, please contact us at the same email address noted above and we will go over our business plan options with you.

### **Indemnification**

You agree to indemnify and hold harmless Ogreets, its affiliates and agents, servants, employees, officers, directors, other officials, suppliers and affiliates from any claim, suit or action arising from or related to the use of the Website or violation of this Agreement, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

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Ogreets is not responsible for any links to and from the Website. All responsibility and liability, if any, for any linked website is solely that of the operators of any linked website.

### **Copyright**

To submit a copyright infringement notification pursuant to the Digital Millennium Copyright Act (DMCA), provide our Copyright Agent at [webmaster@ogreets.com](mailto:webmaster@ogreets.com) with the following information (*see* 17 U.S.C § 512(c)(3) for further details):

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- (iv) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- (v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## **Cancellation Process**

If you decide to cancel your annual membership, your membership will expire at the end of the billing cycle. As for a monthly membership, you can cancel at any time and the cancellation will go into effect the following month. This cancellation process can be found in your 'My O-zone' under 'My Profile.' After clicking on 'My Profile,' you simply need to click on 'Manage Billing' and you will be taken to page where you will see 'Cancel Plan.' Once you click on this button your membership will be cancelled.

## **Auto-Renewal Process**

Annual and monthly memberships will automatically renew at the end of the membership period. You can cancel your membership based on our Cancellation Process. This cancellation process can be found in your 'My O-zone' as noted in the above paragraph (Cancellation Process).

## **Gift Cards and Redeemable Offers**

To the extent allowable by law, gift cards or other redeemable offers cannot be transferred for value or redeemed for cash in any way. Ogreets shall not be responsible or liable whatsoever for any gift cards or other redeemable offers that have been lost, misplaced, stolen, or otherwise used without authorization.

## **Spam Messaging**

Ogreets prohibits the use of our website for the purposes of sending unsolicited messages to a large number of recipients for the purposes of commercial advertising, non-commercial proselytizing, or for any other prohibited purpose.

## **General**

This Agreement is governed by the laws of the United States of America and of the State of California without regard to conflict of law provisions thereof. You irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts in and for Los Angeles County, California U.S.A. in all disputes arising out of, or relating to, use of this Website. Use of this Website is unauthorized in any jurisdiction that does not give effect to all provisions of the terms, conditions and notices of this Website and this Agreement, including this paragraph. You are solely responsible for compliance with all applicable local laws. In the event any provision of this Agreement is determined to be invalid, illegal or otherwise unenforceable, such provision shall be deemed to have been deleted from this Agreement. The remainder of this Agreement shall remain in full force and effect according to its terms. This Agreement contains the entire understanding and agreement of the parties with respect to the use of this Website. It supersedes all prior oral or written understandings and agreements relating to use of this Website. Ogreets' waiver of any provision of this Agreement shall not be deemed to waive it for the future.