

Paperless Post Terms of Service

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[The Service](#)

- [Description of Service](#)
- [Age](#)
- [Your registration obligations](#)
- [Registered User account, password and security](#)
- [Modifications to Service](#)
- [General practices regarding use and storage](#)

[Conditions of use](#)

- [User conduct](#)
- [Special notice for International Users](#)
- [No resale of Service](#)

[Intellectual Property Rights](#)

- [Service content, software and trademarks](#)
- [Third Party material](#)
- [User content posted on the Site](#)
- [Copyright complaints](#)
- [Repeat infringer policy](#)

[Hyperlinks to Third Party Websites](#)

[Events and Interactions](#)

[Free and Paid-For Paperless Post Cards and Flyers](#)

- [Cards: free or paid-for with Paperless Post Coins](#)
- [Flyer invitations: free or paid-for with Paperless Post Coins](#)
- [Paperless Post Coins](#)
- [Purchases on the Site](#)
- [Coin Refunds](#)
- [Web-to-Print Stationery](#)
- [EU/UK User Consumer Rights](#)

[Release](#)

[Indemnity](#)

[Accessibility Statement](#)

[EU/UK Users Warranty](#)

[Disclaimer of Warranties](#)

[Limitation of Liability](#)

[Dispute Resolution by Binding Arbitration](#)

[Dispute Resolution for UK/EU Users](#)
[Termination and Account Deletion](#)
[General](#)
[Additional Terms From Third Party Platform Providers](#)
[Your Privacy](#)
[Contact Us: Questions? Concerns? Suggestions?](#)

THIS TERMS OF SERVICE CONTAINS AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION (INCLUDING IF YOU ARE BASED IN THE EU/UK), REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS USERS IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS. THIS ARBITRATION AGREEMENT DOES NOT APPLY TO USERS RESIDING IN THE EU/UK.

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

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

The Service

Description of Service: Paperless Post is an online platform to create, send, distribute and receive custom digital invitations and stationery (collectively “**invitations**” or “**Cards**” and “**Flyers**”) and provide event management tools and services to help people gather more easily and

meaningfully in real life and virtually (collectively "**Services**"). Our products and Services provide hosts with online tools to design, and distribute invitations with features to facilitate and manage events ("**Host**" or "**Sender**"), and provide guests with ability to communicate their response and utilize services to participate in the event ("**Guest**" or "**Receiver**"). All Hosts, Guests and browsers who access or interact with the Site are considered users of the Services ("**Users**"). Paperless Post is committed to ensuring that the Site is accessible to all Users. Click [here](#) for more information. Our Service may also integrate or otherwise link to products and services offered by third parties, including a web-to-print product vendor, gift registries and other products and services to facilitate and manage events. Such third party products and services may be subject to the additional and/or alternate terms and conditions and privacy policies of the third party providers.

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

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

We may offer you the ability to register and/or log in to our Site using Facebook, Google, Apple or third-party services. These third-party services are detailed further in our Privacy Policy, located

at <https://www.paperlesspost.com/privacy-policy>. Paperless Post does not control, is not responsible for, does not endorse, and fully disclaims any and all liability associated with your use of such third-party services. You represent and warrant that you will comply with all terms and conditions associated with such third-party services, and agree to defend and hold Paperless Post, its subsidiaries and affiliates harmless from any claim or demand, including reasonable attorneys' fees, arising out of or relating to any such third-party services.

Registered User account, password and security: Registered Users are responsible for maintaining the confidentiality of their login credentials and account information, and are fully responsible for any and all activities that occur under their password or account. Users agree to (a) immediately notify Paperless Post of any suspected or actual unauthorized use of a password or account or any other breach of security, and (b) exit from their account at the end of each session accessing the Service. Paperless Post will not be liable for any loss or damage arising from a User's failure to comply with this term.

Modifications to Service: Paperless Post reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part or feature thereof) with or without notice. Without limiting the generality of the forgoing, Paperless Post may change its pricing at any time or add new fees and charges from time to time, but will provide notice to you of these changes via information on the Site. You agree that Paperless Post shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

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

Conditions of Use

User conduct: You are solely responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages or other

materials ("content") that you upload, post, publish or display (hereinafter, "post") or email or send via SMS, MMS or other form of text message or otherwise transmit or use via the Service. Without limiting the generality of the foregoing, you expressly agree to not use the Service to:

- post, email or otherwise transmit any content that:
 - is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, or hateful racially, ethnically or otherwise objectionable;
 - you do not have a right to transmit under any law or under contractual or fiduciary relationships;
 - infringes any intellectual property or other proprietary rights of Paperless Post or any other party;
 - constitutes unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, or use any distribution lists including any person who has not given specific permission to be included in such a process (commercial or otherwise);
 - contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
 - in the sole judgment of Paperless Post, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Paperless Post or its users to any harm or liability of any type;
- "stalk", harass or otherwise violate the legal rights of others;
- harm minors in any way;
- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity, including by providing false or fictitious email addresses, telephone numbers or other personal contact information (whether such information for you or any other person);
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service;
- download any file that you know, or reasonably should know, cannot legally be distributed in such manner;
- advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized; or

- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or
- violate any terms which may be applicable for any particular area of the Service; or intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law;
- use the Service in any unlawful manner or in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service; or
- obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

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

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

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

Intellectual Property Rights

Service content, software and trademarks: You acknowledge and agree that the Service may contain content ("Service Content") that is protected by copyright, patent, trademark, trade secret or other proprietary rights and laws.

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

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

Third party material: Under no circumstances will Paperless Post be liable in any way for any content posted by third-parties or at the direction of users, including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed or otherwise transmitted via the Service. You acknowledge that Paperless Post does not pre-screen content, but that Paperless Post and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service.

Without limiting the foregoing, Paperless Post and its designees shall have the right to remove any content that violates the Terms or is deemed by Paperless Post, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

User content posted on the Site: You are solely responsible for the content and other materials you post on or through the Service or the Site or transmit to or share with other users or recipients (collectively, "User Content"). You will not post any User Content that you did not create or that you do not own all right, title and interest in and to, including, without limitation, all copyright and rights of publicity contained therein. By posting any User Content you hereby grant and will grant Paperless Post and its affiliated companies and agents a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicenseable, perpetual, irrevocable license to copy, display, transmit, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed. Paperless Post and its designees may, but have no obligation to, remove, edit, block, and/or monitor User Content at any time for any reason, including activity which, in its sole judgment: violates the Terms; violates applicable laws, rules, or regulations; is abusive, disruptive, offensive, illegal, or otherwise objectionable; or violates the rights of, or harms or threatens the safety of Users of the Service.

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

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

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

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

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

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

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

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

Hyperlinks to Third Party Websites

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

Events and Interactions

Your interactions with any organizations and/or individuals found on or through the Service, including promotion and/or attendance at any event, emails, SMS, MMS or other form of text message ("Texts") and other communications, payment and delivery of goods or services, posting of content, and any other terms, conditions, warranties or representations associated with such interactions, are solely between you and that organizations and/or individuals. By choosing to communicate with Guests by Texts, and providing phone numbers, you represent and warrant that you have the Guests' prior express permission or invitation, to communicate with those telephone numbers by Texts, including by sending such communications through our Services. Additionally, you should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction or communication with any of these third parties or attending any event sent through the Service or publicly distributed on the web or otherwise distributed. You agree that Paperless Post shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such interactions or attendance at any such event.

Free and Paid-For Paperless Post Cards and Flyers

Cards: free or Premium paid-for with Paperless Post Coins

Some Paperless Post Cards are free to customize and send to an email address through Paperless Post Services, up to a certain number of guest emails (“Free Cards”). Cards sent beyond the free limit must be paid-for. Some Card designs are designated as premium (“Premium Cards”), or during customization you may choose to add a designated premium design feature(s) to the Card that you must pay-for before sending (“Premium Designs”). Cards are paid-for using our virtual currency Paperless Post Coins (“Paperless Post Coins” or “Coins” defined below). You will see the number of Coins required to send each Card, while you are customizing the Card. Whether it is a Free or Premium Card, the event tracking and management tools on the Event Page, including email reminders and messaging, are available to you without further charge.

Click [here](#) for more information on Free Cards, and Premium Cards and Premium Designs.

Flyer invitations: free or paid-for with Paperless Post Coins

Paperless Post Flyers (that are not Premium Flyers as defined below) are free to customize and distribute via a webpage link off-the-Site, including on your personal SMS, email or messaging apps. There is no event tracking of Flyers you distribute by an off-the-Site link. Flyers sent through Paperless Post Services, to an email address or a phone number, include event tracking and management tools, and may be sent for free, up to a certain number of guest emails or phone numbers (“Free Flyers”). Flyers sent beyond the free limit must be paid-for. Some Flyer designs are designated premium, or during customization you may choose to add premium design feature(s) to the Flyer, that you must pay-for before sending (“Premium Flyers” or Premium Designs”). Flyers are paid-for using Paperless Post Coins (defined below). You will see the number of Coins required to send each Flyer, while you are customizing the Flyer. Whether it is a Free or Premium Flyer sent through the Site, the event tracking and management tools on the Event Page, including email reminders and messaging, are available to you without further charge.

To be clear, Paperless Post does charge for Flyers sent by Texts (SMS, MMS or other form of text message) beyond the number of Free Flyers, and standard, message and data rates or other charges may apply from your mobile carrier.

Click [here](#) for more information on Free Flyers, and Premium Flyers and Premium Designs.

Paperless Post Coins: Payment for all paid-for Cards and Flyers is made using Paperless Post coins, the virtual currency purchased and redeemed exclusively on the Site (“Paperless Post Coins” or “Coins”). You can purchase Coins in packages on the Site, or be granted Coins for free when you register on the Site or for other actions, at Paperless Post’s discretion. All Coins are saved in your account, and automatically debited upon sending paid-for Cards and Flyers.

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

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

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

Coin Refunds

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

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

EU/UK User Consumer Rights:

Please be advised that the applicable provisions in the below sections entitled "Cooling Off Period", and "Digital Content" only apply to Users located in the UK or EU.

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

If the User cancels a purchase within the cooling-off period and before using any Coins purchased, the full purchase of Coins will be refunded. If the User cancels a purchase of Coins within the cooling-off period but has already used some of the Coins purchased, the value of the purchased Coins used will be deducted from any refund due to the User on a pro rata basis. Paperless Post Site tracks Coins used, and Customer Support will advise the amount of refund when contacted.

Refunds will be processed as soon as commercially reasonable and, in any case, within 14 days of receipt of the User's cancellation request. Refunds will be made by the same method originally used to pay for the purchase, unless agreed otherwise.

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

Release

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

Indemnity

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

Accessibility Statement

Paperless Post is committed to ensuring that the Site is accessible to all users. We are actively working to increase the accessibility and usability of the Site. To the extent that it is technologically feasible, we aim to conform to the best practices set forth in the World Wide Web Consortium’s Web Content Accessibility Guidelines 2.1 (“WCAG 2.1”), Level AA. We have, and continue to, conform the user experience for Guests or Receivers of invitations, to WCAG 2.1, Level AA.

Users are welcome to use the Site with the aid of personal assistive technology. To the extent that any part of the Site or any of the Services offered are incompatible with a user's assistive technology, we will provide the user with full and equal access to our Services through alternative options. For more information about these options, please contact Customer Support at accessibility@paperlesspost.com.

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

EU/UK Users Warranty

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

Disclaimer of Warranties

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

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR EQUIPMENT OR LOSS OF

DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PAPERLESS POST OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

ALWAYS USE CAUTION WHEN GIVING OUT ANY PERSONALLY IDENTIFIABLE INFORMATION ABOUT YOURSELF OR YOUR CHILDREN OR WHEN POSTING PHOTOS OR VIDEOS OF YOURSELF OR YOUR CHILDREN. PAPERLESS POST DOES NOT CONTROL OR ENDORSE THE CONTENT, MESSAGES OR INFORMATION FOUND ON THE SERVICE AND, THEREFORE, PAPERLESS POST SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO THE SERVICE AND ANY OTHER ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICE.

Limitation of Liability

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

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

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

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

Dispute Resolution By Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

Agreement to Arbitrate: This section is referred to in this Terms of Service as the "Arbitration Agreement" and only applies to non EU/UK Users. You agree that any and all disputes or claims that have arisen or may arise between you and Paperless Post, whether arising out of or relating to this Terms of Service (including any alleged breach thereof), the Service, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by

entering into this Terms of Service, you and Paperless Post are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

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

Pre-Arbitration Dispute Resolution: Paperless Post is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing Customer Support at help@paperlesspost.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Paperless Post should be sent to Paperless Inc., Attn: Meg Hirschfeld, Esq., 115 Broadway, NY, NY 10006 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Paperless Post and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Paperless Post may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Paperless Post or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Paperless Post is entitled.

Arbitration Procedures: Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer

disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

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

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

arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

Confidentiality: All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

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

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

Dispute Resolution for UK/EU Users

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

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

Termination and Account Deletion

We will maintain and continue to provide access to your personal account, and archived history of events sent or received, until you request termination and deletion, or as long as reasonably necessary for the purposes described in the [Privacy Policy](#), whichever is the longer.

At anytime, you can login to your Account Settings, and request any privacy right including account deletion, or contact privacy@paperlesspost.com if you do not have a registered account. You can also delete any Apps downloaded on your mobile devices. Click [here](#) for how to delete your account.

You agree that Paperless Post, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Paperless Post believes that you have violated or acted inconsistently with the letter or spirit of the Terms. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the Service, may be referred to appropriate law enforcement authorities.

Paperless Post may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of these Terms may be effected without prior notice, and acknowledge and agree that Paperless Post may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Paperless Post shall not be liable to you or any third-party for any termination of your access to the Service.

General

The Terms constitute the entire agreement between you and Paperless Post and govern your use of the Service, superseding any prior agreements between you and Paperless Post with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software, and you represent and warrant that you will comply with all such additional terms and conditions. If you reside in the U.S., the Terms shall be governed by the laws of the State of New York without regard to its conflict of law provisions. If you reside in the EU/UK, the Terms shall be governed by the applicable law of the country in which you live. If you are a U.S. resident, then, except as provided for in the

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

Additional Terms From Third Party Platform Providers

Apple-Enabled Software Applications: As part of the Service, we may offer mobile applications that are intended to be made commercially available by Apple Inc. ("Apple", and such apps, "Apple-Enabled Software"). With respect

to the Apple- Enabled Software, in addition to the other terms and conditions set forth in this Agreement, the following terms and conditions apply:

- Paperless Post and you acknowledge that these Terms are concluded between Paperless Post and you only, and not with Apple, and that as between Paperless Post and Apple, Paperless Post, not Apple, is solely responsible for the Apple- Enabled Software and the content thereof.
- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the usage rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the applicable Apple terms of service (the “App Store Terms of Service”).
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS product, as applicable, that you own or control, as permitted by the usage rules set forth in the App Store Terms of Service.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be Paperless Post’s sole responsibility, to the extent it cannot be disclaimed under applicable law.
- Paperless Post and you acknowledge that Paperless Post, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third-party claim that the Apple-Enabled Software or the end-user’s possession and use of that Apple-Enabled Software infringes that third party’s intellectual property rights, as between Paperless Post and Apple, Paperless Post, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- If you have any questions, complaints or claims with respect to the Apple- Enabled Software, they should be directed to Paperless Post at the contact information listed in these Terms.
- Paperless Post and you acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of these Terms of Service with respect to any Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

Your Privacy

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

Contact Us: Questions? Concerns? Suggestions?

Please contact us to report any violations of the Terms or to pose any questions regarding these Terms or the Service.

Paperless Inc.
115 Broadway
New York, NY 10006
USA
Paperless Post Customer Support
877-605-8644
help@paperlesspost.com

Paperless Post Privacy Policy

Effective Date: September 21, 2020

[Introduction](#)

[Personal Data That We Collect](#)

- [Personal Data You Give Us](#)
 - [Host or Sender](#)
 - [Guest or Receiver](#)
- [Automatically Collected Data](#)

[How We Use Data](#)

- [To authenticate Users, provide the Services and related support, process transactions and respond to your requests](#)
- [As necessary for certain legitimate business interests](#)
- [Marketing](#)

[Sharing And Disclosure](#)

- [Vendors and Service Providers](#)
- [Business Transfers](#)
- [Legal Requirements](#)

[Data Retention](#)

[Update Your Information](#)

[California Privacy Disclosures](#)

[European Union \(EU\) and United Kingdom \(UK\) Users](#)

- [Scope](#)
- [Data Controller](#)
- [Legal Bases for Processing](#)
- [Your Rights](#)
- [Data Transfers](#)

[Privacy Shield](#)

[International Users](#)
[Publicly Posted Information](#)
[Children](#)
[Links To Other Websites](#)
[Security](#)
[Cookies](#)
[Changes To Our Privacy Policy](#)
[Contact Us](#)

Introduction

Paperless Post is an online platform to create, send, distribute and receive custom digital invitations and stationery (collectively “**invitation(s)**”) and provide event management tools and services to help people gather more easily and meaningfully in real life and virtually (collectively “**Services**”). Our products and Services provide hosts with online tools to design, and distribute invitations with features to facilitate and manage events (“**Host**” or “**Sender**”), and provide guests with the ability to communicate their response and utilize Services to participate in the event (“**Guest**” or “**Receiver**”). All Hosts, Guests and browsers who access or interact with the Site and Apps (as defined below) are considered users of the Services (“**Users**”).

The Services are provided to you by Paperless Inc., a U.S. company and its subsidiary (“**Paperless Post**”, “**we**”, “**us**” or “**our**”), and available (i) at our website <https://www.paperlesspost.com> (including mobile site and Paperless Post Blog) (“**Website**”), and (ii) on our mobile applications (“**Apps**”) available to download on mobile and tablet devices (collectively “**Site**”). This Privacy Policy applies to all Users and explains what personal data (as defined below) we collect through the Services, how we use and share that data, and your choices concerning our data practices.

When we provide Services to a business User, we process information related to Guests or Hosts on behalf of that business User. In the case of a business User in the EU/UK, Paperless Post is acting as a data processor of any information collected, and our use of that information is governed by our contract with that User including its own privacy policies. We are not responsible for the privacy policies or privacy practices of business Users or other third parties.

This Privacy Policy forms part of our Terms of Service, which are available at <https://www.paperlesspost.com/terms-of-service>.

By providing us with your personal data when accessing and using the Services, you agree to the practices relating to your personal data as described in this Privacy Policy. If you do not agree to this Privacy Policy, please do not access or use the Services.

If you have any questions or concerns about our use of your personal data or would like to exercise your choices in relation to your personal data, please contact us using the contact details provided at the bottom of this Privacy Policy.

Personal Data That We Collect

When you access or interact with our Website and Apps, we collect information that, alone or in combination with other information, could be used to identify you (“**Personal Data**”).

Personal Data You Give Us

Host or Sender: When you register to use the Services, you voluntarily give us certain Personal Data, including your name, email address, and username. We may also collect additional information that you elect to provide, such as zip code or similar information, in order to make your account more personalized. If you register for an account by logging-in using your social media account (including Facebook, Google and Apple), the information we get from these accounts depends on your settings and the privacy policies and terms of service of the social media platforms, so please check those policies and terms to understand the privacy practices of those platforms.

The Services allow you to create an invitation, which you may choose to (i) send to Guests through Paperless Post via email, or in some instances via SMS, MMS or other form of text message (collectively “Texts”), or (ii) distribute to Guests via sharing a link using your third party service of choice, including personal SMS, email, messaging apps or posting it publicly on social media. If you chose to send via Text through Paperless Post, and provide Guest phone numbers, you represent and warrant that you have the prior express permission or invitation from the Guests (i.e. the users or subscribers of the telephone numbers) to communicate with those telephone numbers by Texts, including sending such communications through our Services.

Whether sent through Paperless Post or distributed using your third party service, the Guests will respond on our Site event page which contains the invitation and all relevant event information you have provided (“**Event**

Page"); you control whether the Guest list, Guest responses and comments are public to all other invited Guests, or private to you. We will collect and store a history of events created, sent and received in your account for future reference, including the Event Page and the Guest list.

When you use the Services, you may provide event-related Personal Data including your name, email address, phone number, your address book, messaging with Guests, photos, gifs, video, graphics or other user content (collectively "**User Content**") which we will collect and store for use in connection with the Services. You may receive real-time email or push notifications of certain actions related to your Event Page or Guest activity. You can go to your account or event management settings on the Website, in the Apps, or on your mobile device, and determine what, if any, real-time emails, and push notifications you want to send or receive, including Event Page comments, private messages, and Guest RSVP. Click [here](#) to find out more about managing account, event and [iOS app](#) and [Android app](#) settings.

Our Services are not designed to collect sensitive data (such as personal data revealing political opinions, religious beliefs or health). However, you might make certain sensitive data public if you send invitations relating to certain events, such as those associated with a political issue or campaign or religious activities or organizations. For EU/UK Users, we process this Personal Data on the basis that it has been manifestly made public by you.

If you buy Paperless Post Coins, or Premium Flyers (described in our [Terms of Service](#)), or other products on the Site, one or more of our payment service providers will collect from you payment information (including payment card number, security code associated with the card, expiration date, zip code and country) (please see "[Sharing and Disclosure](#)" section for more information).

We also collect information you choose to provide to us when you complete any "free text" boxes in our forms (for example, our preference page, or a survey submission). We may collect Personal Data disclosed by you in other areas of our Services (for example the Event Page) to which you can post information and materials, or when you contact us for help.

Other than as described in this Privacy Policy, Paperless Post will not sell, or otherwise disclose your or your Guest's contact information to any third party.

Guest or Receiver: You may receive an invitation via email or Text from Paperless Post Services, or via a link on Host's own third party service

including SMS, email, messaging app or publicly on social media. The invitation will include a link to this Privacy Policy. Regardless of how you receive the invitation, when you click on it you will land on the Site Event Page where you can respond.

If you open an invitation emailed through Paperless Post, you agree to receive that invitation and any associated event email communications, unless you withdraw consent by unsubscribing or opting out (“opt out”). You can opt out at any time, via the preference page linked in the footer of every email sent through the Services, or the Site home page.

If you receive a Text invitation through Paperless Post, you warrant that prior to receipt you gave Host express permission or consent to receive the invitation and event communications at that telephone number. At anytime you can withdraw consent, by replying “STOP” and we will send you a text to confirm you have unsubscribed. Going forward Paperless Post will stop any Text invitation messages from being sent through our Services. Or you can respond with HELP, to contact our Customer Support. You may [Contact Us](#) if you have any questions.

If you click on any invitation link and voluntarily respond by giving us your Personal Data, including your name and email address, your name will be added to the Host’s Guest list, which may be public.

We will collect and store your data for use in connection with the Services. If you do not have a registered account, Paperless Post may store the data associated with your email address, telephone number or other identifier, and if you register for an account in the future, we will populate your event history in your account dashboard.

When you respond to an event through the Services, you may voluntarily provide Personal Data in messaging the Host and other Guests, and/or posting publicly on the Event Page including photos, gifs, video, or other User Content which we will collect and store for use in connection with the Services.

You may receive real-time email, or push notifications of certain actions Host and other Guests have taken on the Event Page. You may go to Account Settings on the Site (if you have a registered Paperless Post account), App Settings (if you have downloaded the App(s)), or settings on your mobile device, and determine what, if any, real-time email, or push notifications you want to receive including Event Page comments, and private messages.

Click [here](#) to find out more about Account and App Settings. If you do not have a Paperless Post account, you may [Contact Us](#) to suppress email or other notifications sent through the Services.

If your name appears on the event page Guest list, you may message the Host, or alternatively [Contact Us](#) to remove your name from the list.

Other than as described in this Privacy Policy, Paperless Post will not sell, or otherwise disclose your contact information to any third party.

Automatically Collected Data

When you use the Services, the following information is created and automatically logged in our systems:

- **Log data:** Information (“**log data**”) that your browser automatically sends whenever you visit the Site, or that the Apps automatically send when you use them. Log data includes your Internet Protocol (“**IP**”) address (so we understand which country you are connecting from when you visit the Site), browser type and settings, the date and time of your request, and how you interacted with the Services. Your geographic location determines which Services, disclosures, features, and third party content will be available to you.
- **Cookies:** Information from cookies and other technologies stored on your device (together, “**Cookies**”). Please see the "[Cookies](#)" section below and our [Cookie Policy](#) to learn more about how we use Cookies and your choices.
- **Device information:** Includes type of device you are using, operating system, settings, unique device identifiers, network information and other device-specific information. Information collected may depend on the type of device you use and its settings.
- **Usage Information:** We collect information about how you use our Services, such as the types and categories of content that you view or engage with, the features you use, the actions you take, the other Users you interact with and the time, frequency and duration of your activities. For example this includes whether invitation or marketing emails have been opened and acted upon.

How We Use Data

We use the data we collect, described above:

- **To authenticate Users, provide the Services and related support, process transactions and respond to your requests.** This use is necessary to perform the contract we are about to enter into or have entered into with our Host or Sender, including the Guest or Receiver upon responding to the event invitation. If you make sensitive categories of Personal Data public in connection with your use of the Services (for example, if you elect to send invitations relating to certain events, such as those associated with a political issue or campaign or religious activities or organizations), we will process this Personal Data on the basis that it has been manifestly made public by you.
- **As necessary for certain legitimate business interests**, which include the following:
 - To process Guests' or Receivers' Personal Data in relation to the Services we provide to our Hosts or Senders, as described under the ["Personal Data You Give Us"](#) section above, in order to fulfill our contractual commitments to our Users;
 - To better understand how visitors interact with our Site and ensure that our Site is presented in the most effective manner for you or your device;
 - To conduct analytics to inform our product and marketing strategy and enable us to enhance and personalize our communications and the experience we offer to our Users;
 - To manage our relationship with you, which includes sending account information to you relating to our Services, changes to our terms, conditions, and policies, and requesting you review or respond to a survey;
 - We may anonymize, de-identify and/or aggregate the information that we collect and use such anonymized, de-identified and/or aggregated data for commercial, statistical and market research purposes, including sharing it with our subsidiary, our service providers and business partners;
 - To conduct or assist research;

- To administer and protect our business and the Site, prevent fraud, criminal activity, or misuses of our Site, and to ensure the security of our IT systems, architecture and networks (including troubleshooting, testing, system maintenance, support and hosting of data); and
- To comply with legal obligations and legal process and to protect our rights, privacy, safety or property, and/or that of our subsidiary, you or other third parties, and recover payments due to us.
- **Marketing.**
 - *Email Communications:* We will send you updates and information about our new products and Services or other promotions by email. Where required by law, we will only send you marketing emails if you consent to us doing so when you register for the Services, or otherwise opt-in in your account settings on the Site or on your mobile device, on our preference page, or on our Blog. You can unsubscribe or opt out at any time, via the preference page linked to every email sent through the Services, or in your account settings on the Site. If you opt out to marketing emails, we will continue to contact you via email regarding an event invitation, your Paperless Post account, and to respond to your requests. You can control which event-related emails you wish to receive, click [here](#) to find out more. Guests will not receive marketing emails from Paperless Post, without their prior consent. To be clear, just receiving an invitation does not constitute consent to marketing emails. If you have any questions about the communications we may send you, please [Contact Us](#).
 - *Offsite Targeted Advertising:* We may show you advertising on other websites you visit, following your interaction with our Site, through the use of Cookies set when you visit our Site. The purpose is to tell you about new products and Services you have expressed an interest in by browsing on our Site, or we believe you will be interested in the future. You can opt out of targeted advertising associated with our Site, globally or on a vendor-by-vendor basis in the [Cookie Policy](#). You can also opt out of our use of your Personal Data for any marketing purposes by e-mailing optout@paperlesspost.com.

Where required by applicable law, we will not place certain types of Cookies through our Site, without your consent.

Please read our [Cookie Policy](#) for more information on how we use Cookies and your choices.

If you are a User in the European Union (“EU”) and United Kingdom (“UK”), please see the "[European Union \(EU\) and United Kingdom \(UK\) users](#)" section below for further information on how we process your Personal Data (for these purposes, reference to the EU also includes the European Economic Area countries of Iceland, Liechtenstein and Norway, and, to the extent applicable, Switzerland).

Sharing And Disclosure

We share your Personal Data and other information with certain third parties in the following circumstances:

- **Vendors and Service Providers:** To assist us in meeting business operations needs and to perform certain services and functions your Personal Data may be shared with third-party providers of hosting and other information technology services, payment processing, email communication and customer support services, analytics, marketing, and advertising. For more details on the third parties that may place Cookies through the Site, and information on your choices, please see the [Cookie Policy](#). Following our instructions, the parties listed above may access, process or store Personal Data in the course of performing their duties for us.
- **Business Transfers:** If we are involved in a merger, acquisition, financing due diligence, reorganization, bankruptcy, receivership, sale of all or a portion of our assets, or transition of a service to another provider, your Personal Data and other information may be transferred to a successor or affiliate as part of that transaction.
- **Legal Requirements:** If required to do so by law, applicable regulation or in the good faith belief that such action is necessary to (i) comply with a legal obligation, including to meet national security or law enforcement requirements, (ii) protect and defend the rights or property of Paperless Post, (iii) act in urgent circumstances to protect the personal safety of Users, or the public, or (iv) protect Paperless Post against legal liability.

Data Retention

We will keep your Personal Data until your User account is deleted at your request, or for as long as reasonably necessary for the purposes described in this Privacy Policy, while we have a legitimate business need to do so, or as required by law (e.g. for tax, legal, accounting or other purposes), whichever is the longer. You can also delete any Apps downloaded on your mobile devices. Click [here](#) for how to delete your account, or contact help@paperlesspost.com if you do not have a registered account.

If you have elected to receive marketing communications from us, we retain information about your marketing preferences until you opt out of receiving these communications and in accordance with our policies.

To determine the appropriate retention period for your Personal Data, we will consider the amount, nature, and sensitivity of the Personal Data, the potential risk of harm from unauthorized use or disclosure of your Personal Data, the purposes for which we use your Personal Data and whether we can achieve those purposes through other means, and the applicable legal requirements. In some circumstances we may anonymize your Personal Data so that it can no longer be associated with you, in which case it is no longer Personal Data.

Update Your Information

If you have an account, and need to change or correct your Personal Data, you may update it yourself in your Account Settings on our Website and/or in our Apps, or [Contact Us](#). We will address your request as required by applicable law.

California Privacy Disclosures

We may use Cookies on our Site that collect information about your browsing activities over time and across different websites following your use of the Site. We may allow third party service providers and other third parties to do the same. Please see our [Cookie Policy](#) or [Contact Us](#) to learn more about how we use Cookies and your choices.

We currently do not respond to “Do Not Track” (DNT) signals and operate as described in this Privacy Policy whether or not a DNT signal is received.

If you are a California resident, please click [here](#) to learn more about your privacy rights.

European Union (EU) and United Kingdom (UK) Users

Scope. This section applies if you are a User in the EU (for these purposes, reference to the EU also includes the European Economic Area countries of Iceland, Liechtenstein and Norway, and, to the extent applicable, Switzerland) and the UK.

Data Controller. Paperless Inc. is the data controller for your Personal Data (except we act as a data processor for Personal Data that we process on behalf of our business Users). To find out our contact details and the contact information of our data protection representative in the EU/UK pursuant to Article 27 of the European Union General Data Protection Regulation, please see the [Contact Us](#) section below.

Legal Bases for Processing. This Privacy Policy (paragraph "[How We Use Data](#)") describes the legal bases we rely on for the processing of your Personal Data. Please [Contact Us](#) if you have any questions about the specific legal basis we are relying on to process your Personal Data.

As used in this Privacy Policy, "legitimate interests" means our interests in conducting our business, managing and delivering the best Services to you and all Users (including Hosts, Guests, browsers). This Privacy Policy describes when we process your Personal Data for legitimate interests, what these interests are (please read the "[How We Use Data](#)" section above) and your rights (please read the "[Your Rights](#)" section below). We will not use your Personal Data for activities where the impact on you overrides our interests, unless we have your consent or those activities are otherwise required or permitted by law.

Your Rights. Subject to EU/UK law, you have the following rights in relation to your Personal Data:

- **Right of access:** If you ask us, we will confirm whether we are processing your Personal Data and, if so, provide you with a copy of that Personal Data along with certain other details. If you require additional copies, we may need to charge a reasonable fee.
- **Right to rectification:** If your Personal Data is inaccurate or incomplete, you are entitled to ask that we correct or complete it. If we

shared your Personal Data with others, we will tell them about the correction where possible.

- **Right to erasure:** You may ask us to erase your Personal Data in some circumstances, such as where you want to close your account, we no longer need it or you withdraw your consent (where applicable). If we shared your data with others, we will alert them to the need for erasure where possible.
- **Right to restrict processing:** You may ask us to restrict or ‘block’ the processing of your Personal Data in certain circumstances, such as where you contest the accuracy of the data or object to us processing it (please read below for information on your right to object). We will tell you before we lift any restriction on processing. If we shared your Personal Data with others, we will tell them about the restriction where possible.
- **Right to data portability:** You have the right to obtain your Personal Data from us that you consented to give us or that was provided to us as necessary in connection with our contract with you. We will give you your Personal Data in a structured, commonly used and machine-readable format. You may reuse it elsewhere.
- **Right to object:** You may ask us at any time to stop processing your Personal Data (for example, through the Paperless Post email unsubscribe), and we will do so:
 - If we are relying on a legitimate interest (described under the [“How We Use Data”](#) section above) to process your Personal Data -- unless we demonstrate compelling legitimate grounds for the processing or your data is needed to establish, exercise, or defend legal claims; or
 - If we are processing your Personal Data for direct marketing purposes. If you exercise this right, we may keep minimum information about you (for example, in a suppression list) as necessary for our and your legitimate interest to ensure your opt out choices are respected in the future and to comply with data protection laws.
- **Right to withdraw consent:** If we rely on your consent to process your Personal Data, you have the right to withdraw that consent at any time, but this will not affect any processing of your data that has already taken place.
- **Right to lodge a complaint with the data protection authority:** If you have a concern about our privacy practices, including the way we handled your Personal Data, you can report it to the data protection authority that is authorized to hear those concerns (in the UK, the

Information Commissioner's Office (ICO), who can be contacted at <https://ico.org.uk/concerns>).

At anytime you may login to your Accounts Settings on the Website, and submit your privacy right(s) request. If you do not have a registered account please [Contact Us](#) to exercise your rights.

Data Transfers. Paperless Post is based in the U.S. The U.S. may have data protection laws less stringent than or otherwise different from the laws in effect in the EU and UK. Transfers of your Personal Data to Paperless Post in the U.S. are necessary to perform the agreement we have entered into, or are about to enter into, with you.

Before July 16, 2020, we relied on our EU-U.S. Privacy Shield certification to transfer Personal Data that we received from the EU/UK to Paperless Post in the U.S. On July 16, 2020, the European Court of Justice ruled that the EU-U.S. Privacy Shield is no longer available for these data transfers. We continue to comply with the Privacy Shield Principles described in the "[Privacy Shield](#)" section below as required by the U.S. Department of Commerce.

Privacy Shield

Paperless Post complies with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks as set forth by the U.S. Department of Commerce regarding the transfer of Personal Data from the EU/UK and Switzerland to the U.S. Paperless Post has certified to the Department of Commerce that it adheres to the Privacy Shield Principles (described below). If there is any conflict between the policies in this Privacy Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Frameworks, and to view our certification page, please visit <https://www.privacyshield.gov/>.

General. We rely on our Privacy Shield certifications to transfer Personal Data that we receive from the EU/UK and Switzerland to the U.S. and we process such Personal Data in accordance with the Privacy Shield Principles of Notice, Choice, Accountability for Onward Transfer, Security, Data Integrity and Purpose Limitation, Access, and Recourse, Enforcement and Liability ("**Privacy Shield Principles**"), as described below.

Notice And Choice. This Privacy Policy provides notice of the Personal Data collected and transferred under the Privacy Shield, the purposes for the transfer and the choice that you have with respect to such Personal Data. It

also provides information about other Privacy Shield Principles that are set forth below.

Accountability for Onward Transfers. We may be accountable for the Personal Data that we transfer to third-party service providers (described in the "[Sharing and Disclosure](#)" section above). If such service providers process Personal Data in a manner inconsistent with the Privacy Shield Principles, we are responsible for the harm caused.

Security. We maintain security measures to protect Personal Data as described in the "[Security](#)" section of this Privacy Policy.

Data Integrity and Purpose Limitation. We take reasonable steps to ensure that Personal Data is reliable for its intended use, and that it is accurate, complete and current for as long as we retain it. Our data retention practices are described in the "[Data Retention](#)" section of this Privacy Policy.

Access. EU/UK Users have certain rights to access, correct, amend, or delete Personal Data where it is inaccurate, or has been processed in violation of the Privacy Shield Principles. Please see the "[Your Rights](#)" section above for more information on the rights of Users in the EU/UK (and, to the extent applicable, Users in Switzerland). When we process Personal Data related to Guests or Hosts as a data processor on behalf of our business Users, we will process such requests pursuant to our contract with our business User and that business User's instructions.

Recourse, Enforcement, Liability. In compliance with the Privacy Shield Principles, we commit to resolve complaints about our collection or use of your Personal Data. EU/UK and Swiss individuals with inquiries or complaints regarding our Privacy Shield policy should first contact us at help@paperlesspost.com. Further contact information can be found at [Contact Us](#).

We have further committed to refer unresolved Privacy Shield complaints to **JAMS**, an alternative dispute resolution provider located in the United States. If you do not receive timely acknowledgment of your complaint from us, or if we have not addressed your complaint to your satisfaction, please visit <https://www.jamsadr.com/eu-us-privacy-shield> for more information or to file a complaint. The services of JAMS are provided at no cost to you. We will cooperate with JAMS pursuant to the JAMS International Mediation Rules, available on the JAMS website at <https://www.jamsadr.com/international-mediation-rules/>.

If your complaint is not resolved through these channels, under certain conditions a binding arbitration option may be available before a Privacy Shield Panel. For additional information, please visit: <https://www.privacyshield.gov/article?id=ANNEX-I-introduction> .

We are subject to investigatory and enforcement powers of the U.S. Federal Trade Commission with respect to Personal Data received or transferred pursuant to the Frameworks.

International Users

This Privacy Policy applies when you are using our Services globally. If you are accessing the Services from a country outside the United States, your Personal Data may be transferred from your current location to the offices and servers of Paperless Post and its authorized third-party business vendors located globally, including in the United States, and processed globally. These countries may have data protection laws less stringent than or otherwise different from the laws in effect in the country in which you are located. Where we transfer your Personal Data out of the country in which you are located, we will take steps to ensure that your Personal Data receives an adequate level of security protection where it is processed and your rights continue to be protected. We are certified to the EU/UK-U.S. and Swiss-U.S. Privacy Shield Frameworks for the transfer of Personal Data from the EU/UK and Switzerland to the U.S. (for more information, please read the "[Privacy Shield](#)" section above).

Publicly Posted Information

This Privacy Policy shall not apply to any information you post to the public areas of the Services (including, but not limited to, User Content on the Paperless Post event page) or information that you distribute, share or post off the Services (such as invitations posted on social media) ("**Publicly Posted Information**"), subject to applicable law and without prejudice to your rights in relation to your Personal Data. Publicly Posted Information may be viewed, accessed, and used by third parties subject to those parties' privacy practices and policies. When you share Publicly Posted Information, you should think carefully about what you are making public.

Children

Paperless Post does not knowingly collect Personal Data from children under the age of 13. If you have reason to believe that a child under the age of 13

has provided Personal Data to Paperless Post through the Services please [Contact Us](#) and we will endeavor to delete that information from our databases.

Links To Other Websites

The Site may contain links to other websites not operated or controlled by us (“**Third Party Sites**”), including social media websites and services. The information that you share with Third Party Sites will be governed by the specific privacy policies and terms of service of such Third Party Sites and not by this Privacy Policy. By providing these links we do not imply that we endorse or have reviewed these sites. Please contact those sites directly for information on their privacy practices and policies.

Security

We take reasonable administrative and technical steps to protect the Personal Data from loss, misuse and unauthorized access, disclosure, alteration, or destruction. However, no method of transmission over the internet is 100% secure. Therefore, while we strive to protect your data, we cannot guarantee its absolute security.

Cookies

A Cookie is a piece of information stored on your browser or device. We use Cookies to make it easier for you to use the Services during future visits by identifying your browser or device, and helps us monitor traffic on our Site. Our third party vendors and service providers may also place Cookies on your browser through your interaction with our Site. The Cookies may be used to collect and store information about your browsing activities over time and across different websites, following your interaction with our Site.

If you are based in the UK or EU and interact with our Site, we will first prompt you for your permission regarding use of certain types of Cookies as described in our [Cookie Policy](#), and if you agree and continue to use our Site we will place Cookies.

For more detail about specific Cookies and how to opt-out, please see [Cookie Policy](#).

Changes To Our Privacy Policy

We may change this Privacy Policy at any time and when we do we will post an updated version on this page, unless another type of notice is required by the applicable law. By continuing to use the Site and the Apps or providing us with information after we have posted an updated Privacy Policy, or notified you if applicable, you consent to the revised Privacy Policy and practices described in it.

Contact Us

If you have any questions about our Privacy Policy or our data practices, please contact us at privacy@paperlesspost.com, or by post at:

Paperless Inc.
115 Broadway
New York, NY 10006
USA

Paperless Post Customer Support
+1 877-605-8644

If you are an individual in the EU/UK, you can also contact **VeraSafe**, who has been appointed as Paperless Inc.'s representative in the EU/UK for data protection matters, pursuant to Article 27 of the European Union General Data Protection Regulation. VeraSafe can be contacted in addition to Paperless Inc., only on matters related to the processing of personal data. To make such an inquiry, please contact VeraSafe using this contact form: <https://www.verasafe.com/privacy-services/contact-article-27-representative/> or via telephone at: +420 228 881 031.

Alternatively, VeraSafe can be contacted at:

VeraSafe Ireland Ltd.
Unit 3D North Point House
North Point Business Park
New Mallow Road
Cork T23AT2P
Ireland

Paperless Post Privacy Notice for California Residents

Last Updated September 21, 2020

This California Privacy Notice (the “**Notice**”) applies to Paperless Inc. and its subsidiary. This Notice informs California residents of (1) the information that relates to or could reasonably be associated with California residents or households (“**Personal Data**”) that we collect and how we use and disclose that information and (2) the privacy rights California residents may have relating to their Personal Data and how those rights can be exercised. This Notice is incorporated into and forms part of our [Privacy Policy](#). By accessing or using the Service, you agree to the practices described in this Notice. If you do not agree to this Notice, please do not access the Site or otherwise use the Service. All capitalized but undefined terms shall have the meanings assigned to them in the [Privacy Policy](#).

1. Personal Data Collection, Use, and Disclosure

The following table describes (1) the categories of Personal Data we collect, (2) examples of the types of information that fall within each category of Personal Data collected, (3) how we use each category of Personal Data, and (4) how we disclose Personal Data.

Category of Personal Data	Examples	Sources Of Personal Data	Use of Personal Data	Disclosure of Personal Data
Identification Data	Name, email, username, social media information (depending on your setting and only if you log-in to the Service through a social media account)	We collect Identification Data from you and, depending on your settings, from social media accounts you use to log-in to the Service.	We use Identification Data to authenticate users, to provide the Service, for marketing, and to provide customer support, and to communicate with you.	We disclose Identification Data to our subsidiary, marketing partners, hosting providers, data synchronization providers, internal collaboration tools, survey providers, communication vendors, analytics providers, payment processors, and customer service providers.

Event Data	The time, date, location, and description of events you host or are invited to.	We collect Event Data from you and from Hosts.	We use Event Data to provide the Services and for analytics.	We disclose Event Data to our subsidiary, hosting providers, mapping service, analytics providers, and communication vendors.
Communication Data	Any data contained within communications you send or receive through Services (i.e., messages relating to events you host or attend) and in communications you send to us (including via email or telephone (calls may be recorded)).	We collect Communication Data from you.	We use Communication Data to provide the Services, to provide customer support, and to communicate with you.	We disclose Communication Data to our subsidiary, hosting providers, communication vendors, internal collaboration tools, and customer service providers.
Demographic Data	Age range, marital and parental status, gender, and household income range.	We collect Demographic Data from you.	We use Demographic Data for internal user research, analytics, and marketing segmentation.	Survey vendors collect Demographic Data on our behalf, and we disclose it to our subsidiary, hosting providers, data synchronization providers, internal collaboration tools, analytics providers, and customer service providers.
Commercial Data	Purchase history.	We collect Commercial Data from you.	We use Commercial Data for analytics and marketing.	We disclose Commercial Data to our payment processors, data synchronization providers, collaboration tools, analytics providers, and customer service providers.

<p>Financial Data</p>	<p>Our payment processor may collect your payment card number and the security code, expiration date, zip code and country associated with your payment card. To facilitate future payments more easily, we store the name, zip code, country code, expiration date, and the last four digits of your payment card.</p>	<p>Our payment processor will collect Financial Data from you.</p>	<p>Through our payment processor, we use Financial Data to process transactions.</p>	<p>Financial Data is disclosed to our payment processors.</p>
<p>Location Data</p>	<p>We calculate a rough estimate of your location (i.e., city or state) based on your IP address and we may also collect location information relating to events you host or attend (if location information is provided by the host).</p>	<p>We collect Location Data from you and from Hosts.</p>	<p>We use Location Data to provide the Services.</p>	<p>We disclose Location Data to our subsidiary, hosting providers, data synchronization providers, mapping service, survey providers, collaboration tools, analytics providers, customer service providers.</p>
<p>Internet Activity Data</p>	<p>IP address, information about how you interact with the Site, Apps, and our emails and advertisements (including advertisements that appear on third party sites or apps, marketing emails, and invitations emailed through the Service), browser type and settings, the type of device you use, and its</p>	<p>We collect Internet Activity Data from you.</p>	<p>We use Internet Activity Data to provide the Service, for analytics, and for marketing.</p>	<p>We disclose Internet Activity Data to our subsidiary, hosting providers, our analytics providers, data synchronization providers, collaboration tools, customer service providers, and our marketing partners.</p>

	operating system, settings, unique device identifiers, and network information.			
Derived Data	We create profiles based on our most common user types (i.e., 30-40 year old mothers and women older than 50).	We create Derived Data from the Demographic Data we collect about you.	We use Derived Data for internal business analytics and marketing segmentation.	We disclose Derived Data to our subsidiary, analytics providers, data synchronization providers, and customer service providers.

2. California Privacy Rights

To the extent provided for by law and subject to applicable exceptions, California residents have the following privacy rights in relation to the Personal Data we collect:

- The right to know what Personal Data we have collected and how we have used and disclosed that Personal Data.
- The right to access the specific pieces of Personal Data we have collected about you.
- The right to request deletion of your Personal Data.
- The right to opt out: We do not and will not sell your Personal Data but we may share Personal Data (including Identification Data and Internet Activity Data) with social media platforms and other advertising partners that will use that information to serve you targeted advertisements when you are on social media platforms and other third-party websites. We do not control and are not responsible for social media platforms’ (Pinterest or LinkedIn) or advertising partners’ (Google, Microsoft, Steelhouse) processing of your Personal Data. You can opt out of all targeted advertising associated with our Site, globally or on a vendor-by-vendor basis in our [Cookie Policy](#). You can also opt out of our use of your Personal Data for any marketing purposes by e-mailing optout@paperlesspost.com.

- The right to be free from discrimination relating to the exercise of any of your privacy rights.

Exercising Your Rights: California residents can exercise the above privacy rights by submitting your request in your account settings on the Site, or if you do not have an account with us, by emailing privacy@paperlesspost.com.

Verification: to protect your Personal Data from unauthorized access or deletion, we may require you to verify your login credentials before you can submit a request to know or delete Personal Data. If you do not have an account with us, or if we suspect fraudulent or malicious activity, we may ask you to provide additional Personal Data for verification. If we cannot verify your identity, we will not provide or delete your Personal Data.

Authorized Agents: you may submit a request to know or a request to delete your Personal Data through an authorized agent. If you do so, the agent must present signed written permission to act on your behalf and you may also be required to independently verify your identity with us.

3. Contact Us

If you have questions about this Notice or need to access this Notice in a different format, please contact us at:

Email: privacy@paperlesspost.com

Address: Paperless Inc.
115 Broadway
New York, NY 10006
USA

Telephone: +1 877-605-8644