

## **Paperless Post Terms of Service**

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IF YOU ARE ENTERING INTO THESE TERMS (AS DEFINED BELOW) AS AN INDIVIDUAL: READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES, WITH LIMITED EXCEPTION (INCLUDING IF YOU ARE BASED IN THE EU/UK), THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION AND FURTHER, (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, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW. THIS AGREEMENT TO ARBITRATE 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](http://www.paperlesspost.com) (including mobile site and Paperless Post Blog) (“**Website**”), and (ii) on our mobile applications on the Apple App Store and Google Play (“**Apps**”) available to download on mobile and tablet devices (collectively, the Website, Apps and all features, tools and services made available therethrough, the “**Service**”), 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 Service from time to time. If you are entering into these Terms on behalf of a company, business or other legal entity, you represent that you have the authority to bind such entity to these Terms, in which case the terms “you” or “your” shall refer to such entity (other than the references in this sentence and the following sentence). If you do not have such authority, you must not accept these Terms and may not use the Service on behalf of such entity.

BY VISITING THE SERVICE, YOU AGREE TO THESE TERMS; IF YOU DO NOT AGREE, DO NOT USE THE SERVICE 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**”, “**greetings**”, “**Cards**”, and “**Flyers**”) and provide event management tools and services to help people gather more easily and meaningfully in real life and virtually. The 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**”). Hosts that are using Paperless Post for business purposes or larger complex events, can choose Paperless Pro on the home page and elsewhere, to

access Cards and Flyers, with customization and management tools features appropriate for those events. All Hosts, Guests and browsers who access or interact with the Service are considered “**Users**” hereunder. Paperless Post is committed to ensuring that the Service is accessible to all Users. Click [here](#) for more information.

Our Service may link to Paperless Post Party Shop, our e-commerce website located at <https://partyshop.paperlesspost.com> (“**Party Shop Site**”). There you may order and we will deliver, party products related to the theme of your invitation sent, including party supplies, decorations, and gifts. Paperless Post Party Shop is hosted on Shopify and has its own terms of service [here](#).

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 or business, as applicable, account on the Service. Only a registered Host may add Guests and send their invitations through the Service or create a link to distribute invitations off the Service using a third party service (including Host’s personal or business Text (defined below) email or messaging apps), and track, collect responses, send follow-up messages and manage an event on the Service tracking page (“**Manage Page**”). Only a registered Host or Guest may login to the Service 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 Service, and manage real-time email and push notifications in the [Website](#) and [Apps](#). Any Guest can RSVP to an invitation, leave public comments or upload a photo on the event page (“**Event Page**”), and send private messages to the Host through the Service, 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 Service, and fully use the features thereof.

We may offer you the ability to register and/or log in to our Service 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 and security 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 Service. 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 non-subscription accounts that are inactive for at least 60 months; your failure to timely respond to Paperless Post's outreach to reactivate your account, and to notify you of potential account termination, will signify/be deemed your agreement to account termination. 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**”), whether or not digitally created, that you upload, post, publish or display (hereinafter, “**post**”) or email or send via Text message (defined below) 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, or harassing, tortious;
  - is defamatory, libelous or invasive of another’s privacy;
  - is fraudulent;
  - is discriminatory, hateful, violent or attacks anyone based on their race, ethnicity, national origin, sex, gender, gender identity, sexual orientation, religious affiliation, disabilities or other protected characteristic;
  - is vulgar, obscene, degrading, indecent, sexually explicit, pornographic or otherwise objectionable;
  - you do not have a right or prior express consent 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/unauthorized advertising or commercial content, 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 receive such advertising or materials or 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, endanger or exploit 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;
- 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;
- 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 Service is 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, use or transmit any portion of the Service, except as permitted in these Terms and on the Service. For the avoidance of doubt, you are not permitted to resale the Service. If you are entering into these Terms as an individual, the Service is only for your personal, non-commercial use. If you are entering into these Terms on behalf of an entity, the Service is only for your lawful business purposes and as expressly contemplated at [paperlesspost.com/pro](https://paperlesspost.com/pro). In no event may you use the Service for purposes competitive to Paperless Post.

### **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 Service. Provided that you are eligible for use of the Service, you are granted a limited license to access and use the Service 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 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 Service 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:** To the fullest extent permitted by law, Paperless Post will not 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 Service:** You are solely responsible for the content and other materials you post on or through the Service or transmit to or share with other users or recipients, including any trademarks contained therein (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. Except as otherwise required by law, 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](mailto:help@paperlesspost.com).

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about 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.

**IP infringement and illegal content complaints:** Paperless Post respects the intellectual property of others and does not tolerate illegal content posted on or through the Service, and we ask our users to do the same. Paperless Post will promptly process and investigate notices of alleged infringement and other illegal content, and will take appropriate actions under the US Digital Millennium Copyright Act ("**DMCA**") and other applicable intellectual property laws with respect to any alleged or actual infringement, and under the EU Digital Services Act ("**DSA**") with respect to any illegal content.

If you believe that any content posted on or through the Service is illegal, and/or 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 us with the following information:

- if you are claiming any content infringes copyright or other intellectual property rights, 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 alleged illegal content, or copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the content that you claim is illegal or infringing is located on the Service, with enough detail that we may find it on the Service;
- 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 for any notices made under the DMCA) that you have a bone fide belief that the above information and allegations in your notice are accurate and complete, and, if you are claiming infringement of copyright of other intellectual property rights, that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

You can submit your complaint notice by completing and submitting this [form](#) to Paperless Post.

Paperless Post's Agent for notice of claims of copyright or other intellectual property infringement, and for notice of alleged illegal content can be reached as follows:

Paperless Post Agent

115 Broadway

New York, NY 10006

[agent@paperlesspost.com](mailto:agent@paperlesspost.com)

877-605-8644 phone

**Repeat infringer policy:** In accordance with the DMCA, DSA 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 Service 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.

You may choose to add a link to a third party website for a gift registry, such as Amazon. and as an Amazon Associate, or under other affiliate agreements, Paperless Post will earn an affiliate commission on qualifying purchases from that link.

Paperless Post may choose to add a link to a product on a third party website in its Party Shop Site, email marketing or its Blog, and earn an affiliate commission on qualifying purchases from that link. Paperless Post will provide notice of the commission, along with the link.

### **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 consent, permission or invitation, to communicate with those telephone numbers by Texts, including by sending such communications through the Services, and that you have taken all necessary steps to comply with applicable national, supranational, federal and state laws before sending any Texts promoting the sale, investment, purchase or rental of any goods, services or property, including the Telephone Consumer Protection Act and state law equivalents. 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**

#### **Sending and Distributing:**

- **Via Paperless Post Service:** Cards and Flyers, that are not Premium Cards or Flyers (as defined below), are free to customize and send to email addresses or as Texts through the Paperless Post Service, up to a specified number of emails or phone numbers (“**Free Cards and Flyers**”). All Cards and Flyers sent beyond the free limit must be paid for (“**Paid For Cards and Flyers**”). Click [here](#) for more information on sending limits for Free and [here](#) for Paid For Cards and Flyers.

- **Via your distribution of a Shareable Link:** You can distribute your Card or Flyer off the Service via a link generated and available on the Manage Page, using your personal or business Text, email, messaging on social media apps, or other platforms you prefer, and collect RSVPs on the Paperless Post Service (“**Shareable Link**”). Click [here](#) for more information on Shareable Link and [here](#) for pricing.

**RSVP and Management Tools:** Cards and Flyers, whether free or paid for, that you send through the Paperless Post Service, include free tracking of whether a guest opened or RSVP’d, when applicable, and other guest list communication and management tools on the Host’s Manage Page. If you chose to distribute a Shareable Link you cannot track guests who have opened the Card or Flyer and not responded. Once the guest has RSVP’d you can use the guest list communication and management tools.

**Premium Cards and Flyers:** Some Card and Flyer designs are designated as premium by default, and/or during customization you may choose to add a designated premium design feature(s) to the Card or Flyer that you must pay for prior to sending (“**Premium Cards and Flyers**”), whether sent through the Paperless Post Service or distributed as a Shareable Link. Click [here](#) for more information on Premium Cards and Flyers pricing.

You pay for Cards and Flyers using Paperless Post Coins, purchased on the Service (defined below). You will see the number of Coins required to send each Card, or Flyer while you are customizing the Card or Flyer (“**Coin Calculator**”). Click [here](#) for more information on Coin Calculator.

In addition, when sending any Card or Flyer invitation, you may choose to purchase for that event, additional customizations and guest management tools, bundled for a fixed number of Coins (“**Plus**“ or “**P+**“). Click [here](#) for more information on Plus.

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

**Payment with Paperless Post Coins:** All payments are made using Paperless Post coins, the virtual token purchased and redeemed exclusively on the Service (“**Paperless Post Coins**” or “**Coins**”). You purchase Coins in packages (“**Purchased Coins**”), or are granted Coins for free when you register on the Service or for other actions, at Paperless Post’s discretion (“**Free Coins**”). All Coins are saved in your account, and automatically debited upon:

- Sending per email and telephone number for [Paid For and Premium Cards and Flyers](#);
- Adding [Plus](#) per event and
- Using [Shareable Link](#) for distribution of Premium Cards and Flyers.

## **Coin Refunds, Escheat and Expiration**

Purchases of Paperless Post Coins are not refundable, whether or not used, and are not transferable. Unused Purchased Coins may be subject to applicable U.S. state escheat law. Unused Free Coins expire one year after being granted to you by Paperless Post. 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.

## **Paperless Pro**

Paperless Pro is an annual subscription offering that allows you to send Cards and Flyers for a wide variety of professional or organizational events, without counting Coins. The subscription fee provides transparent pricing for unlimited access to all Premium Cards and Flyers, add-on customizations and event management tools, up to a specified number of Cards and Flyers sent. The Paperless Pro subscription is for professionals who manage and host frequent events and want to send customized, on-brand invitations and greetings to guests, however, it is available for any frequent host. You can choose from several different annual subscription levels based on the number of Cards and Flyers you expect to either send through the Paperless Post Service or distribute with a Shareable Link, through a channel of your choice. The more events you host, the less you pay per guest.

Click [here](#) for more information on Paperless Pro and [here](#) for subscription pricing. Please send any further subscription questions to [help@paperlesspost.com](mailto:help@paperlesspost.com).

**Payment of Paperless Pro Subscription Fees.** You agree to pay Paperless Post the amount that is specified in the subscription plan you choose, in accordance with the terms of such plan and these Terms. If your subscription plan includes an ongoing subscription that is automatically renewed periodically, you hereby authorize Paperless Post to charge your credit card in advance on such periodic basis in accordance with the terms of the applicable subscription plan until you terminate your account, and you further agree to pay any charges so incurred. If your account has unredeemed Purchased Coins in it at the time you register for a Paperless Pro subscription plan, Paperless Post will apply a discount or other credit equal to the value of the Purchased Coins against the applicable subscription plan charge; if a discount or credit exceeds the subscription plan charge, the balance may be carried forward to be applied to a subsequent subscription period charge.

Each subscription period is one year in length, unless the terms of an available subscription plan stipulate a different plan period. Your failure to access, use or fully use the subscription will not result in extension of the subscription term; in other words, any invitations, greetings or other usage credits included in your Paperless Pro subscription plan must be used during the applicable subscription term and will not carry over or roll

over to any future subscription period. Unused invitations, greetings, or usage credits will expire at the end of the applicable subscription term, and any remaining unused or non-accessed subscription rights are non-refundable.

If you dispute any charges, you must let Paperless Pro know within sixty (60) days after the date that Paperless Post charges you, or within such longer period of time as may be required under applicable law. We reserve the right to change Paperless Pro's prices. If Paperless Post does change prices, Paperless Post will provide notice of the change through the Service user interface, a pop-up notice, email, or through other reasonable means, at Paperless Post's option, at least thirty (30) days before the change is to take effect. Your continued use of Paperless Pro after the price change becomes effective constitutes your agreement to pay the changed amount. You will be responsible for all taxes associated with the Paperless Pro service.

**Subscription Refunds, Downgrades and Cancellations:** Payments made by you hereunder are final and non-refundable, unless otherwise determined by Paperless Post. You may cancel the auto-renewal or downgrade your Paperless Pro subscription on renewal, or cancel your subscription online, by emailing us at: [help@paperlesspost.com](mailto:help@paperlesspost.com) using the form cancellation email available at <https://www.paperlesspost.com/subscription/update>. To the extent you have purchased a Paperless Pro subscription you agree that Paperless Post may refer to your company's name and trademarks in Paperless Post's marketing materials and website; however, Paperless Post will not use your company's name or trademarks in any other publicity (e.g., press releases, customer references and case studies) without your prior written consent (which may be by email).

**Purchases on the Website:** By making a purchase on the Website, you authorize Paperless Post's designated payment processor (see below) to charge the credit card account you provide for the payment, for the amount specified at check-out. All payments must be made using a credit card. You represent and warrant to Paperless Post that such information is true and that you are authorized to use the credit card. You will promptly update your credit card account information in your Accounts Settings page of any changes including your credit card expiration date, that may occur. 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. You will receive an email receipt detailing your purchase, including any applicable taxes where Paperless Post is obligated to collect and remit taxes on your behalf to the authorities in geolocated country. Please email any questions about purchase receipt to [help@paperlesspost.com](mailto:help@paperlesspost.com).

You are responsible for all applicable charges, including any sales or use tax, duties, GST/HST, 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](mailto:help@paperlesspost.com).

#### **Payment Processing on the Website:**

PAPERLESS POST DOES NOT PROCESS PAYMENT FOR ANY SERVICES. To facilitate payment for the Service via credit card, we use Stripe, Inc. and its affiliates (“Stripe”), a third-party payment processor. These payment processing services are provided by Stripe and are subject to the Stripe terms and conditions and other policies available at <https://stripe.com/legal> and Stripe’s Global Privacy Policy available at: <https://stripe.com/privacy> (collectively, the "Stripe Agreements"). By agreeing to these Terms, users that use the payment functions of the Service also agree to be bound by the Stripe Agreements, as the same may be modified by Stripe from time to time. You hereby authorize Stripe to store and continue billing your specified payment method even after such payment method has expired, to avoid interruptions in payment for your use of the Service. Please contact Stripe for more information. Paperless Post assumes no liability or responsibility for any payments you make through the Service.

#### **Payment Processing on the Apps:**

Any In-App Coin purchases you make in our Apps are transactions with either Apple or Google. For additional terms that apply to for those Coin purchases see **“Additional Terms From Third Party Platform Providers”**. No Paperless Pro subscriptions can be purchased In-App on Apple or Google.

**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”**.

#### **Release**

By using the Service, to send an event invitation via email or Text sent through the Service, or distributed by you off-the-site through a third party service via a Shareable Link 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 Service, 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 invitation sent via the Service or by Shareable Link, any User Content, your use of the Service, your sending of Texts through 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 Service is accessible to all users. We are actively working to increase the accessibility and usability of the Service. 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 Service with the aid of personal assistive technology. To the extent that any part of the Service is 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](mailto:accessibility@paperlesspost.com).

We welcome your feedback on the accessibility of the Service. If you encounter any accessibility barriers in using the Service, please contact Customer Support by email at [accessibility@paperlesspost.com](mailto: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 the Services, we warrant that the Services will comply with the description provided to use at the point of purchase, and that the 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.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "LIMITATION OF LIABILITY", "DISCLAIMER OF WARRANTIES", "INDEMNITY" AND "RELEASE" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS ARE HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THIS SECTION.

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### **Dispute Resolution By Binding Arbitration – For Users Entering into these Terms as Individuals**

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**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](mailto: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](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 – For Users Entering into these Terms as Individuals**

If you are a consumer in the UK or the EU, 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.

### **Suspension, 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](mailto: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) and/or access to or use of the Service, and block you from future access to and use of the Service, or take any other action such as removing, restricting, limiting access to, or distribution of, any content you submit to the Service, if Paperless Post believes that you have violated or acted inconsistently with the letter or spirit of the Terms, or if we otherwise have reasonable grounds for doing so (including if we believe your account is being used by anyone else, if you are mis-using the Service or if you make unfounded claims for refunds or credits). You acknowledge that Paperless Post reserves the right to terminate non-subscription accounts that are inactive for at least 60 months; your failure to timely respond to Paperless Post's outreach to reactivate your account, and to notify you of potential account termination, will signify/be deemed your agreement to account termination. Any suspected fraudulent, abusive or illegal activity or content may be referred to appropriate law enforcement authorities. Where required by applicable law, we will advise you if we restrict or remove any content submitted by you to the Service or suspend or terminate your access to the Service, and will provide you with a statement of reasons as to why we have taken such action.

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.

Upon termination of your access to the Service, you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account. Further, you agree that we will not be liable to you or any third party for any termination of your access to the Service.

## **Dispute Resolution By Binding Arbitration – For Users Entering into these Terms on behalf of an Entity**

You and Paperless Post intend that these Terms are to be construed and enforced in accordance with the laws of the State of New York without regard to any conflict-of-law or choice-of-law rules, and that the rule of construction that provides that a document is construed against the maker thereof be inapplicable in the construction of any of the terms of these Terms. Any dispute, claim, or controversy arising out of or relating in any way to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined through confidential binding arbitration in New York, New York before one arbitrator. The confidential binding arbitration shall be administered by AAA pursuant to its Commercial Arbitration Rules, and you and Paperless Post shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing. Judgment on the award may be entered in any court having jurisdiction.

### **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. Except as provided in the Terms, the Terms shall be governed by the laws of the State of New York without regard to its conflict of law provisions. If you are entering into these Terms as an individual and are a U.S. resident, then, except as provided for in the Dispute Resolution By Binding Arbitration – For Users Entering into these Terms on behalf of an Individual 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 – FOR USERS ENTERING INTO THESE TERMS ON BEHALF OF AN INDIVIDUAL 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; IF YOU ARE ENTERING INTO THESE TERMS AS AN INDIVIDUAL, 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**

We may offer our Apps through the Apple App Store, the Google Play Store, or other distribution channels ("Distribution Channels"). If you obtain any such App through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. These Terms are between you and us only, and not with the Distribution Channel. To the extent that you utilize any other third-party products and services in connection with your use of the Service, you agree to comply with all applicable terms of any agreement for such third-party products and services.

Apple-Enabled Software Applications: With respect to Apps made available through Apple Inc. ("Apple", and such Apps, "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 Apple Media Services Terms and Conditions (the “Apple 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 Apple App Store Terms of Service, except that such Apple-Enabled Software may be accessed and used by other accounts associated with the purchaser via Apple’s Family Sharing or volume purchasing programs.
- 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.
- You must comply with applicable third-party terms of agreement when using the Apple-Enabled Software, e.g., your wireless data service agreement.
- 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.

Google-Sourced Software Applications: The following applies to any App you download from the Google Play Store (“Google-Sourced Software”): (a) you acknowledge that these Terms are between you and Paperless Post only, and not with Google, Inc. (“Google”); (b) your use of Google-Sourced Software must comply with Google’s then-current Google Play Terms of Service; (c) Google is only a provider of Google Play where you obtained the Google-Sourced Software; (d) Paperless Post, and not Google, is solely responsible for Paperless Post’s Google-Sourced Software; (e) Google has no obligation or liability to you with respect to Google-Sourced Software or these Terms; and (f) you acknowledge and agree that Google is a third-party beneficiary to these Terms as it relates to Paperless Post’s Google-Sourced Software.

## **Your Privacy**

**User 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>.

**Business Users:** If you are entering into these Terms on behalf of a company, business or other legal entity, you acknowledge and agree that you are responsible for providing any notices and obtaining any consents necessary to permit us to process personal information relating to Guests and Hosts on your behalf. Where applicable, you acknowledge that the business is the “controller” or “business” pursuant to privacy and data protection laws, and Paperless Post is a “processor” or “service provider” for the personal information we process on behalf of your business.

## **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](mailto:help@paperlesspost.com)

## Paperless Post Privacy Policy

Last updated: March 31, 2025

[SEE OUR PRIVACY SNAPSHOT](#)

Paperless Post and Paperless Post Party Shop are brands of Paperless Inc. (“**Paperless Post**”, “**we**”, “**us**”, “**ours**”). We are the place to go to create, send, distribute and receive custom digital invitations and stationery, including event management tools and services that help people gather more easily and meaningfully in real life and virtually (collectively “**Services**”), and for purchasing related event supplies and decorations (collectively “**Products**”). We provide (i) Services globally through our website <https://www.paperlesspost.com> (including mobile site and Paperless Post Blog) (“**Paperless Post Site**” or “**Site**”), and our mobile applications (“**Apps**”), and (ii) Products in the U.S. through our website on the Shopify platform at <https://partyshop.paperlesspost.com> (“**Party Shop Site**”) (collectively “**Sites**” or “**Apps**”).

This Privacy Policy describes how Paperless Post collects, uses, shares and otherwise processes personal data that we control in connection with providing our Services and Products to you, how you may share personal data through the Services, and the choices Users have concerning our privacy practices.

We interact with three categories of individuals:

- **Hosts** – individuals who use Paperless Post to design and distribute invitations, order related Products, and facilitate and manage events;
- **Guests** – individuals who receive an invitation to an event or greeting through our Services or by other third party communication, and may respond on our Sites or Apps;
- Other visitors whose interactions with us are limited to browsing our Sites or Apps, or interacting with us on social media.

We refer to Hosts, Guests and other visitors, together as **User** or **Users**.

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 in this Privacy Policy.

This Privacy Policy does not apply to personal data we process when we provide Services to a business. In those instances, we process personal data related to Guests and Hosts on behalf of the business in our capacity as a service provider/processor for the business. Our

use of that data is governed by our contract with the business. Paperless Post is not responsible for the privacy policies or privacy practices of business customers and you should direct any questions or requests concerning that data to the business.

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## **Personal Data That We Collect**

The personal data you provide to us varies depending on how you interact with us:

### **All Users:**

- If you submit a request through our Sites or otherwise contact us, you may provide us with your name, email address or other contact information to respond to you and resolve your request.
- If you interact with our pages on social media platforms, such as Facebook, Instagram, and Twitter, you or the platforms may provide us with information through the platform.

### **Hosts:**

- When you register to use the Services and order Products, you voluntarily give us certain personal data, including your name, zip code, email address, and username. If you register for a Paperless Post account by logging in using your social media account (including Facebook, Google and Apple), we receive information from these accounts according to 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.
- When you use the Services, you may provide event-related personal data including your name, email address, phone number, address book, messages with Guests, photos, gifs, videos, graphics or other content (collectively **“User Content”**).
- If you buy Paperless Post Coins (described in our Paperless Post Terms of Service), or other Products on the Party Shop 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 **“How We Share Personal Data”** section for more information).
- We collect information you choose to provide to us when you complete any “free form” boxes on our Sites or Apps (for example, our account settings or preference page, or a survey submission). We may collect personal data you disclose on other areas of our Sites and Apps, or when you contact us for help.
- You may order event-related Products, such as party decorations and party supplies on the Paperless Post Party Shop Site. If you choose to make these purchases, you may provide us information related to the items you purchase, transaction and payment data, and shipping information.
- We will collect and store a history of events you have created, sent and received in your Paperless Post account for future reference. This may include information from Event and Manage Pages, which contain relevant event information, User Content, and Guest lists. Any Product order history will be stored in your Party Shop Site account.

**Guests:**

- If you click on an invitation link and voluntarily give us your personal data, such as your name and email address, your name will be added to the Host’s Guest list, which may be public.



- If you do not have a registered account, Paperless Post may store the data associated with your email address, telephone number or other identifier. If you register for a Paperless Post 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 when messaging the Host and other Guests, or posting publicly on the Event Page. This personal data may include photos, gifs, videos, or other User Content. You may also provide personal data relating to other Guests, such as the name and contact information of any additional Guests you add to an event when you RSVP.

### **Sensitive Personal Data**

Our Services are not designed to collect sensitive personal data. To the extent you choose to provide this data – for example, if you include it in the title of your event or other User Content – we will handle this information as we would any other details you make public to your audience. We do not share personal data except as described in the “**How We Share Personal Data**” section of this Privacy Policy.

### **Automatically Collected Data**

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

- **Log Data.** Information that your browser automatically sends whenever you visit the Sites, or that the Apps automatically send when you use them. Log data includes the device’s IP address, browser type and settings, the date and time of your request, and how you interacted with the Sites and Apps. Your geographic location determines which Services and Products, disclosures, features, and third party content will be available to you.
- **Cookies.** Information from cookies and other technologies stored on your device (together, “**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 Sites and Apps. Our third party vendors and service providers may also place Cookies on your browser through your interaction with our Sites. These Cookies may be used to collect and store information about your browsing activities over time and across different websites. For more detail about specific Cookies, how we use Cookies, and your choices regarding cookies please see our [Cookie Policy](#).

- **Device Information.** Includes the type of device you are using, operating system, settings, unique device identifiers, network information and other device-specific information. The 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, and order our Products 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 you open and respond or act on an event invitation or marketing emails.

## **How We Use Personal Data**

We use the personal data we collect for the following purposes:

- **To Provide and Support Our Services and Products**

We use personal data to perform our contractual obligations under our Terms of Service, such as:

- To authenticate Users, provide the Services and Products and related support, process transactions and respond to your requests;
- To send you real-time email or push notifications of certain actions related to your Event Page or Guest activity;
- To manage our relationship with you, which includes sending you information relating to our Services and Products, or requesting you to review or respond to a survey.

- **To Improve, Monitor, Personalize, and Protect Our Services and Products**

It is in our legitimate interests to improve and keep our Services safe for our users, which includes:

- To administer and protect our business and the Services, prevent fraud, criminal activity, or misuse of our Sites and Apps, and to ensure the security of our IT systems, architecture and networks (including troubleshooting, testing, system maintenance, support and hosting of data).
- To investigate and protect against fraudulent, harmful, unauthorized or illegal activity.

- To better understand how visitors interact with our Services, including to ensure that our Sites are presented in the most effective manner for you or your device.
- To conduct analytics to inform our Products and marketing strategy and enable us to enhance and personalize our communications and the experience we offer to our Users.
- To provide other customized Services, Products and communications that may be relevant or of interest to you.
- To create anonymized, de-identified and/or aggregated data for commercial, statistical and market research purposes.
- To conduct research.
- **To Enforce Our Agreements, to Comply with Legal Obligations and to Defend Us Against Legal Claims or Disputes**
  - We may use your personal data in our legitimate interests to enforce and comply with our Terms and Policies; protect our and others' rights, privacy, safety, or property; to ensure the integrity of our Services; to defend ourselves against legal claims or disputes; and to recover payments due to us. Some processing may also be necessary to comply with a legal obligation, for example to keep records of transactions, or as requested by any judicial process or governmental agency.
- **For Marketing and Advertising Purposes**

We may use personal data where it is in our legitimate interest to promote our Services, Products or our business. Where required by law, we will ask your consent for such activities, which you may withdraw at any time.

- **Email Communications.** We will send you updates and information about our new Services and Products or other promotions by email. You can unsubscribe or opt out at any time, via (1) the email preference page linked to the email ([unsubscribe here](#)), or (2) in your account settings on the Paperless Post Site (click [here](#)). If you opt out of receiving marketing emails, Hosts may continue to initiate emails to invite you to their events, and we may send you non-marketing emails regarding your Paperless Post account, and in response to your requests. If you have any questions about the communications we may send you, please [Contact Us](#).

- **Offsite Targeted Advertising.** We may use personal data to show you Paperless Post advertising on other websites you visit, following your interaction with our Sites, and to measure the effectiveness of our advertising. We may use Cookies and other technologies for these purposes. This allows us to tell you about new Services and Products you have expressed an interest in by browsing on our Sites, or that we believe will be of interest to you and others in the future, and to understand if you visited our Sites or purchased our Services or Products after seeing our advertising. You can limit online tracking as described in our [Cookie Policy](#).

## How We Share Personal Data

We share personal data with certain third parties in the following circumstances:

- **Service Providers.** We may share your personal data with third party companies and individuals that provide services and products on our behalf or help us operate our Services and provide our Products (such as customer support, hosting, analytics, email delivery, marketing, advertising measurement, and database management services).
- **Advertising Partners.** We may share your personal data with third party advertising companies, including for the offsite Paperless Post targeted advertising described above. For details on the third parties that may place Cookies through our Sites, and information on your choices regarding Cookies, please see our [Cookie Policy](#).
- **Business Users.** If you use the Services as an authorized user on behalf of a business, we may share your account information, event information, and personal data with that business.
- **Professional advisors.** We may share personal data with professional advisors, such as lawyers, auditors, bankers and insurers, where necessary in the course of the professional services that they render to 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 our rights or property, (iii) act in urgent circumstances to protect the

personal safety of Users, or the public, or (iv) protect Paperless Post against legal liability.

### **How You May Share Personal Data on Paperless Post**

We allow Users to share their data (or direct us to share their data), including with other Users and the public. Users may share their personal data with:

- **Other Users:** by sharing event information, RSVPs and User Content with other Users, including Guests via Share Link or otherwise.
- **Social Media Platforms:** by posting User Content related to your events and your use of our Services or Products to social media.
- **Public:** by establishing a public profile, you may share certain of your profile information publicly via our Apps and the Sites. This information may include your event information, RSVPs, and the Users you follow.

### **Your Rights and Choices**

**Updating Your Account.** 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 Sites or in our Apps, or [Contact Us](#). We will address your request as required by applicable law.

**Communications and Service Choices.** You have the following choices in connection with our Services:

- You may go to account settings on the Site (if you have a registered Paperless Post account), app settings (if you have downloaded our Apps), 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.
- You can opt out of receiving any associated event email communications, at any time via (1) the preference page linked in the footer of every email sent through the Services ([unsubscribe here](#)), (2) in your account settings on the Paperless Post Site ([click here](#)), or (3) [Contact Us](#).
- You can withdraw consent to receive text messages by replying “STOP.” We will send you a text to confirm you have unsubscribed, and going forward, we will not send any text message invitations through our Services. Alternatively, you may respond to a text message with “HELP” to contact our Customer Support.

- As a Host, you may choose whether the Guest list, Guest responses and comments are visible to other invited Guests on the Event Page, or private to you.
- As a Guest, if you prefer that your name not appear on the Event Page Guest list, you may message the Host, or alternatively [Contact Us](#) to remove your name from the list.

**Privacy Rights.** We also offer you choices that affect how we handle the personal data that we control. You may request the following in relation to your personal data:

- **Information** about how we have collected and used your personal data. We have made this information available to you without having to request it by including it in this Privacy Policy.
- **Access** to a copy of the personal data that we have collected about you. Where applicable, we will provide the information in a portable, machine-readable, readily usable format.
- **Correction** of personal data that is inaccurate or out of date for the purpose for which we collected or use this data.
- **Deletion** of personal data that we no longer need to provide the Services, deliver Products, or for other lawful purposes.
- **Opt Out of Sharing of Your Personal Data.** We share personal data with advertising partners that display offsite Paperless Post targeted advertising to Users around the web, and this may qualify as “selling” or “sharing” personal data under applicable laws. You can opt out of our “selling” or “sharing” personal data for targeted advertising by enabling the Global Privacy Control setting within the browser that you use to access our Site. Learn more at the [Global Privacy Control website](#). You can also opt out of selected data sharing as described in our [Cookie Policy](#) Please note that your opt out will be specific to the device and browser you use when you opt out. If you are a registered User you can opt out on your account settings page.
- **Additional rights**, such as to **object** to and request that we **restrict** our use of your personal data, and where applicable, you may **withdraw** your consent.

To make a request, please email us or write to us as provided in the “[Contact Us](#)” section below. We may ask for specific information from you to help us confirm your identity. Depending where you reside, you may be entitled to empower an “authorized agent” to submit requests on your behalf. We will require authorized agents to confirm their identity and authority, in accordance with applicable laws. You are entitled to exercise the rights described above free from discrimination.

**Limits on Your Rights and Choices.** In some instances, your choices may be limited, such as where fulfilling your request would impair the rights of others, our ability to provide a feature of our Services you have requested, or our ability to comply with our legal obligations and enforce our legal rights. If you are not satisfied with how we address your request, you may contact us as provided in the “[Contact Us](#)” section below. Depending where you reside, such as if you reside in the European Economic Area or United Kingdom, you may have the right to complain to a data protection regulator where you live or work, or where you feel a violation has occurred.

**Do Not Track.** Some Internet browsers may be configured to send “Do Not Track” signals to the online services that you visit. We currently do not respond to “Do Not Track” or similar signals. To find out more about “Do Not Track,” please visit <http://www.allaboutdnt.com/>”.

### **Data Retention**

We retain your personal data only for as long as is necessary to fulfill the purposes for which it was collected and processed in accordance with our retention policies and applicable laws, or until you withdraw your consent (where applicable). You can also delete any Apps downloaded on your mobile devices. Click [here](#) to learn how to delete your account, or [Contact Us](#) 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 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.

### **International Data Transfers**

Paperless Post is based in the U.S. When you use the Services or order Products, you provide your personal data directly to us in the U.S. We may transfer your personal data to our affiliates and service providers, as described in the ‘How We Share Personal Data’ section above. These service providers and affiliates may be located in the U.S. and other jurisdictions that may not provide the same protections as the data protection laws in your home country. In these instances, where required by applicable law, we will ensure that relevant safeguards are in place to afford adequate protection for your personal data. For

more information about how we transfer personal data internationally, please contact us as set out in the “[Contact Us](#)” section below.

**Data Privacy Framework.** Paperless Post complies with the EU-U.S. and Swiss-U.S. Data Privacy Framework, and the UK Extension to the Data Privacy Framework, as set forth by the U.S. Department of Commerce regarding the transfer of personal data from the European Economic Area (“EEA”), Switzerland, and the UK to the U.S. Paperless Post has certified to the Department of Commerce that it adheres to the Data Privacy Framework Principles. If there is any conflict between the policies in this Privacy Policy and the Data Privacy Framework Principles, the Data Privacy Framework Principles shall govern. To learn more about the Data Privacy Framework, and to view our certification page, please visit <https://www.dataprivacyframework.gov/>.

We may be accountable for the personal data that we transfer to third-party service providers (described in the “[How We Share Personal Data](#)” section above). If such service providers process personal data in a manner inconsistent with the Data Privacy Framework Principles, we are responsible for the harm caused.

**Recourse, Enforcement, Liability.** In compliance with the Data Privacy Framework Principles, we commit to resolve complaints about our collection or use of your personal data. EEA, Swiss, and UK individuals with inquiries or complaints regarding our Data Privacy Framework policy should first contact us at [privacy@paperlesspost.com](mailto:privacy@paperlesspost.com). Further contact information can be found at [Contact Us](#).

We have further committed to refer unresolved Data Privacy Framework 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/dpf-dispute-resolution> 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 Data Privacy Framework Panel. For additional information, please visit: <https://www.dataprivacyframework.gov/s/article/ANNEX-I-introduction-dpf?tabset-35584=2>.



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 Data Privacy Framework.

### **Children’s Privacy**

Our Services are not intended for use by children. If you are a parent or guardian and you have reason to believe that a child under the age of 13 has provided personal data to Paperless Post through the Sites or Apps, please contact us as set out in the “[Contact Us](#)” section below.

### **Links to Other Websites**

The Site may contain links to or integrations from other websites not operated or controlled by us (“**Third Party Sites**”), including social media websites and services such as the Shopify Shop Pay wallet feature on our Party Shop Site. 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 maintain organizational, administrative and technical safeguards designed to protect your personal data from loss, misuse and unauthorized access, disclosure, alteration, or destruction. However, no method of transmission over the internet is 100% secure. While we strive to protect your data, we cannot guarantee its absolute security.

### **Changes to Our Privacy Policy**

We may change this Privacy Policy at any time. If we make material changes to this Privacy Policy, we will notify you by updating the date of this Privacy Policy and posting it on our Services.

### **Contact Us**

Paperless Inc. is the entity responsible for the processing of your personal data, and is the data controller for the personal data we collect or otherwise process as described in this Privacy Policy. If you have any questions about our Privacy Policy or our data practices, or if you would like to exercise your rights with respect to your personal data, please contact us at [privacy@paperlesspost.com](mailto:privacy@paperlesspost.com), or by post at:

Paperless Inc.  
115 Broadway

New York, NY 10006  
USA

Paperless Post Customer Support  
+1 877-605-8644

**EEA and UK Representative Contact Information.** If you are an individual in the European Economic Area (EEA) or the UK, you can also contact **VeraSafe**, who has been appointed as Paperless Inc.'s representative in the EEA and the UK for data protection matters. To make a personal data processing inquiry, you may contact VeraSafe:

if you reside in the EEA at,

**VeraSafe Ireland Ltd.**

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

Contact form: <https://www.verasafe.com/public-resources/contact-data-protection-representative> or via telephone at: +420 228 881 031.

if you reside in the UK at,

**VeraSafe United Kingdom Ltd.**

37 Albert Embankment  
London SE1 7TL  
United Kingdom

Contact form: <https://www.verasafe.com/public-resources/contact-data-protection-representative> or via telephone at: +44 (20) 4532 2003.