

Website Terms and Conditions of Use

Section I – Definitions

- 1.1 **Services:** Welcome to the www.marilyns.gift ("Website"). Our Website is only for US adults over the age of 18 who are located within the United States of America. We provide our members with an online gifting service, through which you can show your love to friends and family through our subscription-based and single purchase hand selected gift boxes.
- 1.2 **Notice:** You, as a user, hereby agree to accept and to be bound by these Terms and Conditions of Use and our Privacy Policy ("Terms of Use"). Please read these Terms of Use carefully before using our Services. By listening, viewing, downloading, or otherwise using our Website and Services, you are agreeing to be bound by the following Terms of Use, which govern the relationship between you, the Website, and the provider of the Services. You may enroll in, and use this Service only if you have legal capacity to contract with us, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. The Service is not available to anyone previously removed from the Service by us. These Terms of Use applies exclusively to your access to, interaction with, and use of, our Services and does not alter in any way the terms or conditions of any other agreement you might have with us, our provided Services, or third-party providers. If you do not agree, do not use the site.
- 1.3 **Privacy Policy:** Access our Website and use of our Services is contingent upon your acceptance to these Terms and Use, and to our Privacy Policy found on the Marilyn's Gift Website under Legal Documents.
- 1.4 **Changes:** We reserve the right to, in our sole discretion, change, modify, add, or delete portions of these Terms of Use at any time. We will provide notice of such changes only by posting the updated Terms of Use on our Website. We encourage you to review our Terms of Use each time you visit our Website to check if it has been updated since your last visit. If you have any questions or comments regarding the use of the Website, please direct your questions or comments to Info@marilyns.gift.
- 1.5 **Company/Provider:** Marilyn's Gift, LLC, a Washington State corporation located at 3213 W. Wheeler St. #82 Seattle, WA 98199 and we are the owner and Provider of these Services. The Company is also referenced as "us" or "we" or "our" within this Notice.
- 1.6 **User:** You are the User if you view or interact with our Website or purchase our Services. The User is also referenced as "you" or "your" within these Terms of Use.

- 1.7 **Submitted Item:** Any post, sound recording, composition, photograph, image, GIF, video, “favorites” list, comments, feedback, postcards, suggestions, notes, and other information, content or material, or other item that you or your agents disclose, email, fax, offer, text, or post to the Website, or disclose to us through Services provided to you, is referred herein as a “Submitted Item.”
- 1.8 **Third-Party Posted Information.** We do not endorse, verify or guarantee the validity of any material or information posted through our Services by other parties.

Section II – Use of Services. The use of our Services is subject to the following terms of use:

- 2.1 License to Use Services. Subject to these Terms of Use, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service for your personal, noncommercial use. We reserve all rights not expressly granted herein, including the right to terminate this license at any time for any reason or no reason at all. Any attempt by you to transfer any of the rights, duties or obligations discussed in these Terms of Use is void.
- 2.2 Permitted Users and Passwords. You are permitted to use our Services in exchange for your agreement to our Terms of Use. Any account or login information we provide is personal to you and may not be shared. You must provide accurate and complete information during the account creation process. You alone are responsible for the activity that occurs on your account. The effectiveness and security of your password is your responsibility. You hereby represent and warrant that you shall take appropriate actions to protect the security of your account from unauthorized access, including using passwords that are reasonably secure. For your security, we recommend a password of no less than twelve (12) alphanumeric characters. The access rights granted to you under the Terms of Use are non-transferable without our express written permission. You agree to immediately notify us of any unauthorized use of your user name and password or any other breaches of security.
- 2.3 Assumption of Risk and Disclaimers. OUR SITE IS PROVIDED AS IS, AND WE DISCLAIM ALL WARRANTIES, INCLUDING FITNESS OF A PARTICULAR PURPOSE AND MERCHANTABILITY. WE DO NOT REPRESENT OR WARRANT THIS WEBSITE, OUR SERVER(S), THIRD-PARTY PROVIDERS, OR YOUR DEVICES ARE, OR WILL REMAIN, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. The information, media, software, products and descriptions of services provided through our Services, our Website, or a Linked Site (defined below), may include inaccuracies or typographical errors, and we specifically disclaim any liability for such inaccuracies or errors. We do not warrant or represent that any content is complete or up-to-date.
- 2.4 Limitation on Liability. You agree that the we, and our affiliates and any of their respective officers, directors, members, employees, or agents will not be liable, whether in contract, tort, strict liability or otherwise, for any indirect, punitive, special,

consequential, incidental or indirect damages (including without limitation lost profits, cost of procuring substitute service or lost opportunity) arising out of or in connection with the delay or inability to use our Services or a Linked Site, or with the delay or inability to use the Website, or a Linked Site, even if we are made aware of the possibility of such damages. This limitation on liability includes, but is not limited to, the transmission of any viruses which may infect your equipment, failure of mechanical or electronic equipment or communication lines, telephone or interconnect problems (e.g., you cannot access your internet service provider), unauthorized access, theft, operator errors, strikes or other labor problems or any force majeure. We cannot and do not guarantee continuous, uninterrupted or secure access to the Website. Also, to the extent allowable by law, neither we, nor any other party involved in creating, producing, recording, displaying, or delivering our Services is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, our Services, or that of any other party using your account. We also assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing on the Website, using our Services, or your downloading or streaming any materials, data, text, images, video, or audio. YOU HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU FOR ANY AMOUNT ABOVE THE AMOUNTS YOU ACTUALLY PAID TO US WITHIN THE PRECEDING SIX (6) MONTHS.

- 2.5 License Granted to Us. By offering Submitted Items through our Website, and Services, either online or offline, whether or not solicited by us, you hereby grant to us, an irrevocable, nonexclusive, perpetual, worldwide, royalty-free right and license to use, display, publicly perform, promote, modify, reproduce, publish, distribute for sale, make derivative works of, sublicense, and otherwise exploit your Submitted Items and all copyright, trade secret, trademark, or other intellectual property rights therein, in any manner or medium now existing or hereafter developed (including but not limited to print, film, or electronic storage devices). You hereby represent and warrant (A) you have all necessary right, power, and authority to grant the license set forth herein to your Submitted Item, and (B) your Submitted Item does not violate, misappropriate, or infringe any copyright, trade secret, trademark or other intellectual property right of any third-party. You will take, at your own expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by us to effect, perfect, and confirm the license granted to us to your Submitted Item as set forth herein. The publication, distribution, performance, creation of derivatives, use or exploitation, whether for sale or otherwise, of any Submitted Items is at our sole discretion and we are under no obligation of any kind. If your Submitted Item is displayed, performed, published, distributed, or used, we may include your name, likeness, photo or biographical information in conjunction with such publication, posting, or use. By submitting, disclosing, offering, or otherwise providing, a Submitted Item, you hereby grant us a royalty-free, worldwide, perpetual license to use your name, likeness, photograph, or other biological information in connection with our exploitation of the Submitted Item.

2.6 Your Representation and Warranties. By making any Submitted Item(s) available, you represent and warrant that: (1) the downloading, copying and use of the Submitted Item will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party; (2) you have fully complied with any third-party licenses relating to the Submitted Item, and have done all things necessary to successfully pass through to end users any required terms; (3) the Submitted Item does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content; (4) the Submitted Item is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing); (5) the Submitted Item is not obscene, libelous, defamatory, hateful or racially bigoted, does not violate the privacy or publicity rights of any third party and is not otherwise unlawful; (6) your Submitted Item is not named in a manner that misleads your readers into thinking that you are another person or company; (7) the Submitted Item does not violate these Terms of Use; (8) you will refrain from collecting or harvesting any personally identifiable information from the Service, or Website; (9) you will refrain from transmitting or engaging in spam, chain letters, or other unsolicited correspondence; (10) you will refrain from taking any action that imposes or may impose an unreasonable load upon our infrastructure; (11) you will refrain from copying, distributing, recording, streaming, or disclosing any part of the Service in any medium and through any means without our prior written consent; (12) you will refrain from using any automated system, including “bots,” to access the Service in any manner; (13) you will refrain from interfering, or attempting to interfere, or otherwise compromising the Service’s system integrity or security; (14) you will refrain from deciphering any transmissions to or from the servers, computers, or mobile devices running the Service; (15) you will refrain from using the Service for any unauthorized commercial purposes; (16) you will refrain from impersonating another person or otherwise misrepresenting yourself while using the Service; (17) you will refrain from interfering with the Service’s ability to properly function; (18) you will refrain from bypassing the measures we may use to prevent or restrict access to, or promote the security of, the Service; (19) you will refrain from using our Services if you are not 18 years of age or older; and (20) you will refrain from using our Services if you are not located within the United States of America.

2.7 Our Intellectual Property Rights are Reserved. The trademarks, designs, copyrights, logos and service mark (“IP”) displayed on the Website, or through our Services, are our exclusive property, or the property other parties. We reserve all rights not expressly granted by us to you. You are prohibited from using any IP for any purpose, including, but not limited to use as metatags on other pages or websites on the World Wide Web without our written permission or such third-party, which may own the Marks. You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative work, or using any content available on or through

our Services for commercial or public purpose, or for any purpose contrary to the rights granted to you in these Terms of Use or other agreement with us.

- 2.8 Indemnification. You agree to indemnify, defend and hold us, our subsidiaries and affiliates, and their respective officers, directors, owners, agents, information providers and licensors (collectively, “Indemnified Party”), harmless from and against any and all claims, liability, losses, costs and expenses (including attorneys' fees) incurred by any Indemnified Party related to or arising from any non-compliance or violation of these Terms of Use, and/or in connection with your use of the Services, or in connection with your Submitted Items. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.
- 2.9 Third-Party Providers. We use third-party service providers. By making use of some or all of our Website, or Services, you hereby consent and authorize us to delegate the authorizations and share the information you provide to us with our Third-Party Service Provider(s) to the extent required to provide the Services to you. We reserve the right to change our third-party providers at our sole discretion. By using our Services, you agree to abide by the terms of service and privacy policies of our current Other Service Providers.
- 2.10 Linked Content. Our Services may provide links to other sites by allowing you to access third-party material or by bringing third-party material into our Website via “inverse” hyperlinks and framing technology (a “Linked Site”). We have no discretion to alter, update, or control the content on a Linked Site. The fact that we have provided you a link to a site is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its owners, or its providers. There are inherent risks in relying upon, using or retrieving any information found on the Internet, and we urge you to make sure you understand these risks before relying upon, using, or retrieving any such information on a Linked Site. It is your responsibility to evaluate the accuracy, completeness or usefulness of any opinion, advice or other content available through our Services, or obtained from a Linked Site. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific opinion, advice, product, service, or other content
- 2.11 No Endorsement. We provide an information exchange only as a service to you, and make no reorientations or warranties as to the qualifications, or fitness for your particular needs of any content posted or displayed. We do not endorse and are not responsible for (a) the accuracy or reliability of an opinion, advice or statement made through the Website or Services, by any other party, or a Linked Site. We are not liable for any loss or damage caused by your reliance on information obtained through the Website or a Linked Site, or your reliance on any product or service obtained from a Linked Site, unless required by law.

2.12 Removal of Content. We reserve the right to remove without notice any content, Submitted Item, post or submission to our Website, or through our Services, for any reason, including posts containing hate speech, violent and/or graphic content, nudity, sexual activity, sexual solicitation and profanity. By using our Services, you agree to comply with these standards, and as they may be amended from time to time, and your failure to do so may result in the deletion of your account and the permanent prohibition from future use of our Website and Services.

2.13 Website Location and Choice of Law. The Website originates in the United States and the State of Washington, and is subject to its export laws and regulations. You agree to abide by all United States and foreign laws related to use of the Service. These Terms of Use are to be construed and enforced in accordance with the laws of the State of Washington, without effect to the State’s choice or conflicts of law provisions. In the event any dispute arises out of or relating to this Agreement results in litigation, the Parties agree that the same shall be heard in a state or federal court having subject matter jurisdiction seated in King County, Washington, and the Parties submit to personal jurisdiction of such court and agree that venue shall properly lie therein.

2.14 Data Collection. By using our Service, you hereby grant us the right to access, collect, use, transfer, and disclose non-personal information for any purpose. We may collect information such as occupation, language, zip code, area code, unique device identifier, referrer URL, location, and the time zone where our Service is used so that we can better understand customer behavior and improve our products. We may also collect personally identifiable information, which is governed by our Privacy Policy.

2.15 Content Removal Requests- (DMCA). If you are the owner of a valid Copyright and seek to have content removed from our Services or Site, Pursuant to Title 17, United States Code, Section 512(c)(2), please send us the following information to the contact information below.

a. Content Removal Address:

- Service Provider: Marilyn’s Gift Inc.
- Name of Agent Designated to Receive: Cheryl Gossman
- Mailing Address 3213 W. Wheeler St. #82
- Mailing Address Seattle, WA 98199
- Telephone Number of Designated Agent: 206-829-8904
- E-Mail Address: info@marilyns.gift

b. Content Removal Notice Information. Please provide a description of the content you would like to us remove, identifying any copyrighted material you claimed to have been infringed. Be sure to include a statement sworn under the penalty of perjury that you have the good-faith belief that this content is infringing, along with sufficient

information demonstrating your ownership of the content, or your authorization to act on behalf of the owner of an exclusive right that is allegedly infringed. Also include its location on our Website, such as URL address, and your contact information.

- c. Notice of Infringement. We may give notice of a claim of copyright infringement to our users by means of a general notice on the Website, electronic mail to a user's e-mail address in our records, or by written communication sent by first-class mail to a user's address in our records. We may, within its sole discretion, terminate authorization of users of its Services who are repeat infringers.

2.16 Termination. We may terminate your access to all or any part of the Website, or our Services at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your account (if you have one), you may simply discontinue using the Website. Notwithstanding the foregoing, if you have a VIP, premium or other paid services account, such account can only be terminated by us if you materially breach these Terms of Use and fail to cure such breach; provided that, we can terminate the Website immediately as part of a general shut down of our service or other lawful reason. Additionally, a paid account may be temporarily terminated pending a determination of the facts relating to a possible breach of these Terms of Use. Upon termination, all provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.