

Hallmark UK Terms of Use

Effective Date: 27.02.2023

THESE TERMS AND CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS.

These terms constitute a binding agreement between you and Hallmark Cards Plc (“Hallmark,” “we,” or “us”), a company registered in England and Wales under registration number 03414540 and located at Dawson Lane, Bradford, West Yorkshire BD4 6HN. These terms govern your use of any website, mobile or other app, product, feature, or other service offered by us that posts a link to or otherwise provides these Terms (collectively, the “Hallmark UK Properties”), including without limitation hallmark.co.uk. In addition, certain of the Hallmark UK Properties may be governed by additional, service-specific terms, including without limitation mobile apps, social media sites, or rewards programmes (collectively, “Supplemental Terms”). The Supplemental Terms are incorporated into these Terms by reference. To the extent there is a conflict between these Terms and the Supplemental Terms, the Supplemental Terms will control with respect to the applicable services.

By accessing the Hallmark UK Properties and/or transacting with the Hallmark UK Properties, you agree to be bound by these Terms, and where applicable, the Supplemental Terms. Your use of the Hallmark UK Properties is also governed by our [Privacy Policy](#). IF YOU DO NOT AGREE TO THESE TERMS, ANY APPLICABLE SUPPLEMENTAL TERMS, OR OUR PRIVACY POLICY, DO NOT ACCESS OR USE THE HALLMARK UK PROPERTIES.

Table of Contents:

- Changes to this Agreement
- Changes to Services
- Intellectual Property
- User Conduct
- Investigations
- Security of Your Account
- Subscriptions and Trial Offers
- Purchase Terms
- Sweepstakes, Contests, and Promotions
- Third Party Links, Applications, and Content
- International Users
- Indemnification
- Suspension and Termination
- Disclaimer of Warranties and Conditions
- Limitation of Liability
- Governing Law
- Mobile
- App Stores
- General Provisions

1. Changes to this Agreement

To the extent allowed by applicable law, we reserve the right to change these Terms and the Supplemental Terms at any time without prior notice. When we make changes, the new Terms will be made available

at the Hallmark UK Properties, and any new Supplemental Terms will be made available from within, or through, the affected services on the applicable Hallmark UK Properties. We may also provide notice to you in other ways, such as through contact information you have provided. Your continued use of any of the Hallmark UK Properties after the effective date of the revised Terms and/or Supplemental Terms as applicable (or engaging in such other conduct as we may reasonably specify) will constitute your consent to those changes to the fullest extent allowed by applicable law.

2. Changes to Services

Hallmark may modify, suspend, or discontinue any aspect of the products or services we offer through the Hallmark UK Properties (collectively “Services”), at any time for any reason, with or without notice to you, including the availability of any Hallmark UK Property, or any feature or Content (defined below) of a Hallmark UK Property.

3. Intellectual Property

a. Hallmark Ownership Except with respect to User Content (defined in Section 3(c) below), Hallmark, its licensors, or suppliers own all rights, title, and interest in and to the Hallmark UK Properties, and all copyrights, trademarks, patents, trade secrets, and other intellectual property rights embodied therein, whether or not applied for or registered, including but not limited to the following: names, logos, text, characters, graphics or other artwork, icons, photos, products, digital downloads, sound recordings, audiovisual materials or effects, titles, themes, objects, animations, musical compositions, moral rights, documentation, data compilations, computer code or software, features, and functionality of the Hallmark UK Properties, and any compilation of the foregoing (collectively, “Hallmark Content”). The Hallmark Content is protected by United States, United Kingdom, and international laws. The Hallmark Content and the User Content are collectively referred to in these Terms as “Content.”

You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display, incorporate into another website, app, or other service; or in any way exploit any of the Hallmark Content, in whole or in part, except as set forth in these Terms, without the specific permission of Hallmark’s company secretary.

b. Hallmark UK’s Licence to You

Subject to your compliance with these Terms and any applicable Supplemental Terms, Hallmark grants to you a limited, revocable, non-exclusive, non-transferrable licence to engage in the following activities for non-commercial purposes only:

- i. To browse, access, and view any of the Hallmark UK Properties and the Hallmark Content therein that is available to the public without registration; and, if you have registered or subscribed as required by the applicable Service, to browse, access, and view Hallmark Content available to such registered or subscribed viewers;
- ii. To use the Hallmark UK Properties, where applicable, to send personal, non-commercial messages to your family, friends, colleagues, and other individuals whom you personally know.
- iii. To link to the Hallmark UK Properties, provided, however, that your website or any third party websites that link to the Hallmark UK Properties: (a) must not frame or create a

browser or border environment around any of Hallmark Content or otherwise mirror any part of the Hallmark UK Properties; (b) must not imply that Hallmark is endorsing or sponsoring it or its products or services, unless Hallmark has given it prior written consent; (c) must not present false information about, or disparage, tarnish, or otherwise, in Hallmark UK's sole opinion, harm Hallmark or its Services; (d) must not use any Hallmark UK trademarks without the prior written permission from Hallmark UK; (e) must not contain content that could be construed as distasteful, offensive or controversial or otherwise objectionable (in Hallmark UK's sole opinion); and (f) must be owned and controlled by you or the person or entity placing the link, or otherwise permit you to enable such link subject to these Terms. By linking to a Hallmark UK Property, you agree that you do and will continue to comply with the above linking requirements. Notwithstanding anything to the contrary contained in these Terms, Hallmark UK reserves the right to prohibit linking to the Hallmark UK Properties for any reason in our sole and absolute discretion even if the linking complies with the requirements described above.

The foregoing licence does not include any right to modify, publish, participate in the transfer or sale of, reproduction, or creation of derivative works from the Hallmark Content or the Hallmark UK Properties, except as and only to the extent expressly stated above.

c. User Content

You and other users may have the ability to upload to, transmit through, or otherwise make available (collectively, "Upload") through the Hallmark UK Properties personalised messages, audio, video, photographs, files, data, reviews, discussions in community forums, or other materials (collectively, "User Content"). You are solely and entirely responsible for User Content that you Upload using the Hallmark UK Properties. You acknowledge that other users of the Hallmark UK Properties, and not Hallmark UK, are similarly responsible for all User Content they Upload using the Hallmark UK Properties. You agree that you have no right, title, or interest in or to any Content that you have not Uploaded that appears on or through the Hallmark UK Properties.

You acknowledge that Hallmark UK has no obligation to pre-screen, monitor, or investigate User Content, but that it reserves the right to do so.

d. Your User Content Licence to Hallmark

Subject to any applicable Account settings that we may choose to make available to you, and which you may then choose to select, you grant to Hallmark UK a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right (including any moral rights) and licence to use, distribute, reproduce, modify, adapt, translate, create derivative works of, publicly perform, and publicly display your User Content, in whole or in part, together (at Hallmark UK's option) with the names and likenesses of any persons identifiable therein, in any form, media, or technology now known or later developed, for the purposes of operating and providing the Hallmark UK Properties and their services to you and to other users. Notwithstanding the foregoing, with respect to User Content that is provided to Hallmark UK solely for the purpose of incorporating such User Content into a product or service ordered by you, you grant such right to Hallmark UK for the sole purpose of making and delivering products and services ordered by you.

e. No Confidential Relationship/No Unsolicited Materials

Except as otherwise described in our Privacy Policy, any User Content will be treated as non-confidential and non-proprietary and we will not be liable for any use or disclosure of User Content. You acknowledge and agree that your relationship with Hallmark UK is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any User Content does not impose any confidentiality obligations on Hallmark UK.

It is our policy not to accept or consider content, information, ideas, suggestions or other materials other than those we have specifically requested, to which certain specific terms, conditions and requirements may apply. This is to avoid any misunderstandings if your ideas are similar to those we have developed or are developing independently. Accordingly, Hallmark UK does not accept unsolicited materials or ideas, and takes no responsibility for any materials or ideas so transmitted and you agree that any such ideas transmitted to Hallmark UK are included in the above licence you grant to Hallmark for any User Content.

You agree and understand that we are not obligated to post, keep or use your User Content. If you have any queries regarding your contribution, please contact us at customersupport@hallmark.co.uk.

f. Your Warranty to Hallmark UK

You represent and warrant that you are the owner of all rights, title, and interest in and to the User Content you Upload (or such User Content is in the public domain), or otherwise have all rights necessary to grant the licence provided for in these Terms, including without limitation that any other holder of any worldwide intellectual property right, including moral rights (to the extent allowed by applicable law), in the User Content you Upload, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the licence stated above. You further warrant that the User Content you Upload is accurate, does not violate these Terms, and will not cause injury to any person or entity.

If you send an item (such as a card, ornament, or gift), whether such item is physical or digital, to another individual, you represent and warrant that you have the consent of the recipient to send that card or message. You acknowledge and agree that you, not Hallmark UK, are the sender of such card or message, and that we act merely as a delivery agent.

4. User Conduct

As a condition of your use of the Hallmark UK Properties, you agree not to use the Hallmark UK Properties for any purpose that is prohibited by these Terms, by applicable Supplemental Terms, by applicable law or in any other manner that we deem objectionable (in our sole discretion). You will not, and will not permit or assist any third party to, take any action or Upload any User Content on or through the Hallmark UK Properties that:

- a. Infringes on any copyright, trademark, patent, trade secret, right of publicity, right of privacy, or any other right of another person or entity;
- b. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, profane, or vulgar;
- c. Promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group;

- d. Constitutes unauthorised or unsolicited advertising, junk mail, bulk mail, chain letters, or surveys;
- e. Discloses another person's address, phone number, e-mail address, credit card number, or any information that may be used to track, contact, or impersonate that individual or that is extremely personal in nature;
- f. Involves commercial activities and/or sales, such as contests, sweepstakes, or barter; communicating or facilitating any commercial advertisement or solicitation; marketing any goods or services; reselling, renting, leasing, or providing for payment the Services to any person;
- g. Impersonates any person or entity, including any employee or representative of Hallmark UK;
- h. Engages in or attempts to engage in any potentially harmful acts that are directed against the Hallmark UK Properties, including but not limited to violating or attempting to violate any security features of the Hallmark UK Properties; using manual or automated software or other means to scrape, crawl, spider, or similarly access any portion of the Hallmark UK Properties (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from our websites for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); introducing or sending viruses, worms, spyware, malware, or any other kind of harmful code into or through the Hallmark UK Properties; interfering or attempting to interfere with the proper functioning of or use by others of the Hallmark UK Properties, including by means of overloading, flooding, spamming, mail bombing, or crashing the Hallmark UK Properties;
- i. Engages in or attempts to engage in any of the following: disabling, bypassing, modifying, defeating, violating, removing, impairing, circumventing, or otherwise interfering with digital rights-management technology or other features or technology that limits or prevents use of the Hallmark UK Properties or the Content therein;
- j. Automates the process of sending or viewing Content.

You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted in these Terms, including any use, copying, or distribution of User Content of third parties obtained through the Hallmark UK Properties for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein.

You agree that digital rights-management technology is an integral and inseparable part of any Hallmark UK Property that employs it. Tampering with or circumventing such digital rights-management technology or otherwise accessing or using the Hallmark UK Properties or Content in violation of these Terms and any applicable Supplemental Terms may constitute copyright infringement.

You are solely responsible for your interactions with any other users and third parties with whom you interact. Notwithstanding the foregoing, we reserve the right (but have no obligation) to intercede in any disputes that arise out of those interactions. You agree that Hallmark UK is not and will not be responsible

for any liability incurred as the result of such interactions. We do not approve, endorse, or make any representations or warranties with respect to User Content. You use all User Content and interact with other users at your own risk.

5. Investigations

We reserve the right to investigate User Content, as well as violations of these Terms and any applicable Supplemental Terms, including by requesting evidence of your rights in and to the User Content. Hallmark reserves the right to refuse and/or remove any Content, and to suspend the shipping of any order or service relating to Content, for any reason it deems, in its sole discretion, to be appropriate. By using the Hallmark UK Properties, you irrevocably consent to such investigations and disclosures.

6. Security of Your Account

You are responsible for the accuracy of the information included in your account, including updating your information as necessary, maintaining the confidentiality of your password. To the fullest extent allowed by law, all activity conducted in connection with your account will be your responsibility, as you are deemed to be in sole possession and control of the confidential password necessary to access your account. You must immediately notify Hallmark of any unauthorised access or tampering of your account, or suspected breach of security at: customersupport@hallmark.co.uk.

Note that you may require separate accounts for the individual Hallmark UK Properties, such as the website at hallmark.co.uk. Please keep each of these updated and secure.

7. Subscriptions and Trial Offers

Hallmark UK subscriptions (including trial offers) are subject to the applicable Hallmark UK Subscription Service Terms, which are Supplemental Terms.

8. Purchase Terms

Any purchase you make online through the Hallmark UK Properties are subject to the Purchase Terms or applicable Hallmark UK Subscription Service Terms or other terms posted on the Hallmark UK Properties.

9. Sweepstakes, Contests, and Promotions

Any sweepstakes, contests, or other promotions (any, a "Promotion") that may be offered via the Hallmark UK Properties may be governed by a separate set of rules that may have eligibility requirements, such as certain age or geographic area restrictions, terms and conditions governing the Promotion, use of User Content, and disclosures about how your personal information may be used. It is your responsibility to read these rules to determine whether or not you want to and are eligible to participate, register and/or enter, and to determine the applicable terms and conditions of the Promotion. By participating in a Promotion, you will be subject to those official rules, and you agree to comply with and abide by such rules and the decisions of the identified sponsor(s).

10. Third Party Links, Applications, and Content

There may be links from the Hallmark UK Properties, or communications you receive from the Hallmark UK Properties, to third party sites or properties. The Hallmark UK Properties may also include third party

content that we do not control, maintain, or endorse. Accessing those third party sites requires you to leave the Hallmark UK Properties. In addition, to access certain Hallmark UK Properties, you may be required to use the sites and properties of a third party. We do not control those third party sites or any of the content contained therein and you expressly acknowledge and agree that we are in no way responsible or liable for any of those third party sites or properties, including, without limitation, their content, policies, failures, promotions, products, services, actions and/or any damages, losses, failures or problems caused by, related to or arising from those third parties or their sites. Your correspondence and business dealings with others found on or through a Hallmark UK Property including, without limitation, the payment and delivery of products and services, and any terms, conditions, warranties and representations associated with any such dealings, are solely between you and the third party. Hallmark encourages you to review all policies, rules, terms and regulations, including the privacy policies and terms of use of each and every third party site that you visit.

11. International Users

Some of the Hallmark UK Properties are accessible from countries around the world and may contain references to Services that are not available in your country. These references do not imply that we intend to announce such Services in your country. The Hallmark UK Properties are controlled and offered by us from our facilities and contractors in the United Kingdom and The Netherlands. Hallmark makes no representations that the Hallmark UK Properties or our Services are appropriate or available for use in other countries. Those who access the Hallmark UK Properties or use our Services from other countries do so at their own volition and are responsible for compliance with local law.

12. Indemnification

To the fullest extent permitted by law, you agree to indemnify and hold Hallmark Cards Plc, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the "Hallmark Parties") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) your User Content; (b) your use of, or inability to use, the Hallmark UK Properties or our Services; (c) your violation of these Terms or any applicable Supplemental Terms; (d) your violation of any rights of another party, including other users; or (e) your violation of any applicable laws, rules or regulations.

We reserve the right, at our own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defenses.

This provision does not require you to indemnify any of the Hallmark Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Services provided under these Terms. You agree that the provisions in this Section 12 will survive any termination of your account, these Terms or any applicable Supplemental Terms, any Subscription Services, or your access to the Hallmark UK Properties.

13. Suspension and Termination

We reserve the right to suspend or terminate your access to all or some of our Hallmark UK Properties (including refusing to allow you to purchase digital or physical products or services), with or without notice, and with or without refund, if we, in our sole discretion, determine that you are in breach of these

Terms or any applicable Supplemental Terms or have engaged in conduct that we, in our sole discretion, deem inappropriate.

In the event of suspension or termination by Hallmark, we may delete or change your password(s) associated with any account you may have for Hallmark UK Properties; delete or change your account for such Hallmark UK Properties, including deleting your User Content, watch list information, and/or viewing or transaction history; and bar your further use of such Hallmark UK Properties, as well as that of anyone sharing your email address, payment information, and/or physical address. You understand that such actions may be taken without any liability whatsoever to you for any suspension or termination, including for deletion of User Content.

All provisions of these Terms and any applicable Supplemental Terms which by their nature should survive termination, will survive termination of your access to the Hallmark UK Properties, including without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

If your access to Hallmark UK Properties is terminated under these Terms, then you agree that you will not attempt to re-register with or access the Hallmark UK Properties through use of a different username or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those of our Hallmark UK Properties to which your access has been terminated. In the event that you violate the immediately preceding sentence, we reserve the right, in our sole discretion, to immediately take any or all of the actions set forth in these Terms without any notice or warning to you.

14. Disclaimer of Warranties and Conditions.

You expressly understand and agree that to the extent permitted by applicable law, your use of the Hallmark UK Properties and our services is at your sole risk, and the Hallmark UK Properties and our services are provided on an "as is" and "as available" basis, with all faults. We reserve the right to amend errors and update product and service information at any time without prior notice. Hallmark expressly disclaims all warranties, representations, and conditions of any kind, whether express or implied, including, but not limited to, the implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement arising from use of the Hallmark UK Properties or our services.

Hallmark makes no warranty, representation or condition that: our services will meet your requirements; your use of our services will be uninterrupted, timely, secure or error-free; that defects will be corrected; that the Hallmark UK Properties are free of viruses or other harmful components; or that the materials of the Hallmark UK Properties are correct, accurate, or reliable.

Any content downloaded from or otherwise accessed through our services is accessed at your own risk, and you will be solely responsible for any damage to your property, including, but not limited to, your computer system and any device you use to access the Hallmark UK Properties or our services, or any other loss that results from accessing such content.

Our services may be subject to delays, cancellations and other disruptions. Hallmark makes no warranty, representation or condition with respect to services, including but not limited to, the quality, effectiveness, reputation and other characteristics of services.

15. Limitations on Liability

a. Disclaimer of Certain Damages.

You agree that in no event will Hallmark be liable for any loss of profits, revenue or data, indirect, incidental, special, or consequential damages arising out of or in connection with our services, or damages or costs due to loss of production or use, procurement of substitute services, whether or not you have been advised of the possibility of such damages, arising out of or in connection with this agreement, the Hallmark UK Properties, or our services, or from any communications with other users thereof, on any theory of liability, resulting from: (1) the use or inability to use the Hallmark UK Properties or our services; (2) the cost of procurement of substitute services resulting from any services purchased or obtained through the Hallmark UK Properties; (3) conduct of any third party on Hallmark UK Properties; or (4) any other matter related to the Hallmark UK Properties or our services, whether based on warranty, copyright, contract, or any other legal theory. The foregoing cap on liability will not apply to liability of Hallmark for any injury caused by Hallmark party's fraud or fraudulent misrepresentation.

Hallmark UK franchises are owned and operated by independent franchisees. Hallmark UK licenses independent franchisees to provide Hallmark UK products and services to the public. The Hallmark UK Properties are presented by Hallmark Cards Plc. We are not responsible for the acts or omissions of any: (i) retailer, franchisee, licensee, independent Hallmark Store, or other entity that is independently licensed by Hallmark Cards Plc sell Hallmark products or services, including any parent, division, subsidiary, or affiliate of the foregoing; or (ii) Hallmark Cards, Incorporated, including any parent, division, subsidiary, or affiliate of Hallmark Cards, Incorporated.

b. Cap on Liability.

To the fullest extent permitted by applicable law, under no circumstances will Hallmark be liable to you for more than the greater of (a) the total amount paid to Hallmark Cards Plc by you in connection with the act, omission or occurrence giving rise to such liability or (b) the total price of the goods and services that you purchase from us in any one calendar year. The foregoing cap on liability will not apply to liability of a Hallmark party for any injury caused by a Hallmark party's fraud or fraudulent misrepresentation.

Subject to the exclusions above, we will not be responsible for any damage or loss caused to you where you are not entering into this agreement as a consumer.

c. User Content.

Except for Hallmark's obligations to protect your personal data as set forth in the Hallmark UK Privacy Policy, Hallmark assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any content, user content, user communications, or personalisation settings.

d. Limitations of Damages are Relevant and Material.

The limitations of damages set forth above are relevant and material terms of the contract between Hallmark and you.

16. Governing Law.

These Terms, the Supplemental Terms, and any action related to them will be governed and interpreted by and under the laws of England, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale

of Goods does not apply to these Terms or any Supplemental Terms. Any disputes will be decided only by the English courts.

17. Mobile

The Hallmark UK Properties may offer features and services that are available to you via your mobile phone or other mobile device. These features and services may include, without limitation, the ability to upload content to the Hallmark UK Properties, receive messages from the Hallmark UK Properties (including, without limitation, push messages), download applications to your mobile phone or access Hallmark UK Properties features (collectively, the "Mobile Features"). We may charge for Mobile Features. Also, standard messaging, data and other fees may be charged by your carrier. Fees and charges will appear on your mobile bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Mobile Features and certain Mobile Features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues.

If you have registered for Mobile Features that utilise your mobile number, you agree to notify Hallmark UK of any changes to or deactivation of your mobile number and update your account(s) on the Hallmark UK Properties to reflect this change.

18. App Stores

- a. General. You acknowledge and agree that the availability of any apps we may offer ("Apps") are dependent on the third party from whom you received the App licence (e.g., Apple App Store, Google Play, Roku, or Samsung Smart) ("App Store"). You acknowledge that these Terms are an agreement between you and us, and not with the App Store. We, not the App Store, are solely responsible for the Hallmark UK Properties and our Services, including the Apps, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Apps, you must have Internet access, including in some cases, wireless network services. You agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Hallmark UK Properties, including the Apps. You agree to comply with, and your licence to use the Apps is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using our Services, including the Apps. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of this Agreement and will have the right to enforce it.
- b. Accessing and Downloading Apps from Apple. The following applies to any App accessed through or downloaded from the Apple App Store (an "Apple-Sourced App"):
 - i. Acknowledgment. You acknowledge and agree that (i) these Terms are between you and Hallmark (or any third party developer that may own or operate the App) only, and not Apple, and (ii) Hallmark, not Apple, is solely responsible for the Apple Store Sourced App and content thereof.
 - ii. Scope of Licence. Your licence to use the Apple Store Sourced App is non-transferable and limited to use on an Apple-branded product that you own or

control, and as permitted by the "Usage Rules" set forth in the Apple Media Services Terms and Conditions.

- iii. Maintenance and Support. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple Store Sourced App.
- iv. Warranty. In the event of any failure of the Apple Store Sourced App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple Store Sourced App to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple Store Sourced App. As between Hallmark and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Hallmark.
- v. Product Claims. You and Hallmark acknowledge that, as between Hallmark and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the Apple Store Sourced App or your possession and use of the Apple Store Sourced App, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple Store Sourced App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- vi. Intellectual Property Rights. You and Hallmark acknowledge that, in the event of any third-party claim that the Apple Store Sourced App or your possession and use of that Apple Store Sourced App infringes that third party's intellectual property rights, as between Hallmark and Apple, Hallmark, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Agreement.
- vii. Legal Compliance. 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.
- viii. Third Party Terms. You must comply with any applicable third party terms of agreement when using the Apple Store Sourced App (e.g., your wireless data service agreement).
- ix. Third Party Beneficiary. You and Hallmark acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement as related to your licence of the Apple Store Sourced App, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to your licence of the Apple Store Sourced App against you as a third-party beneficiary thereof.

- x. Without limiting any other terms of the Agreement, you must comply with all applicable third-party terms of agreement when using the Apple Store Sourced App.

19. General Provisions

- a. **Age.** By using this Website, you confirm to us that you are aged 18 or over, or, if you are under 18, that you have obtained consent from your parents or guardians who have read these Terms of Use. If you are under 18 and have not obtained consent from your parents or guardians, please stop using this Website.
- b. **Electronic Communications.** The communications between you and us use electronic means, whether you visit the Hallmark UK Properties or send us emails or other electronic communications, or whether we post notices on the Hallmark UK Properties or communicate with you via email or other electronic communications. You (1) consent to receive communications from us in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Hallmark provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.
- c. **Assignment.** These Terms and any applicable Supplemental Terms, and your rights and obligations under each, may not be assigned, subcontracted, delegated or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Hallmark may assign its rights and duties under these Terms or any Supplemental Terms to any party at any time without any notice to you.
- d. **Force Majeure.** Hallmark will not be liable for any delay or failure to perform, including failure to deliver purchased Services, resulting from causes outside its reasonable control, including, but not limited to, acts of God, epidemic, pandemic, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.
- e. **Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to the Hallmark UK Properties or our Services, please contact us at customersupport@hallmark.co.uk.
- f. **Waiver.** Any waiver or failure to enforce any provision of these Terms or any applicable Supplemental Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- g. **Severability.** If any portion of these Terms or any applicable Supplemental Terms is held invalid or unenforceable, that portion will be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions will remain in full force and effect.
- h. **Entire Agreement.** These Terms together with any applicable Supplemental Terms are the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect

to such subject matter. As used in these Terms, "including" means "including without limitation."