

CowrieCards.com

Conditions of Use of Website and Terms of Service Agreement

Definitions

- "Site" means the website www.CowrieCards.com
- "ecards" means the electronic greetings cards available on the Site, including downloadable versions thereof
- "Materials" means all photographs, graphics, images, illustrations, sound clips, graphics, animations and text on the Site, including the ecards
- "The Company" means ComLoc, Corp., a company registered in the U.S. and doing business as Cowrie Cards
- "Member" means any person who has purchased a license to use ecards and other features of the Site
- "You" means any person visiting or browsing the Site, including Members
- "Agreement" means this document

Conditions of Use of Site

The following is a legal agreement between you and the Company. By browsing or using the Site, you acknowledge that you have read, understood, and agreed to be bound to by this Agreement.

1. All Materials are protected by copyright, and owned or controlled by the Company or the parties credited in the copyright notices within the Materials. You shall abide by all additional copyright restrictions contained in any Materials accessed through the Site. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create new works from, distribute, perform, display, or in any way exploit, any of the Materials in whole or in part, except as otherwise provided for in this Agreement. You agree that any copy of the Materials that you make or have in your possession shall be unaltered and shall retain all copyright and other proprietary notices contained therein. All information and software provided through the Site is and shall remain the sole and exclusive property of the Company or the parties credited in the copyright notices within the Materials.
2. Causing the Site to be displayed in a frame of another website is forbidden. Posting of any Materials from this Site on any other website, or otherwise distributing any of the Materials from this Site is forbidden except as otherwise provided for in this Agreement.
3. The Company may from time to time in its sole discretion publish ecards which may be viewed, sent by e-mail to third parties, or downloaded from the Site. The Company may further determine that certain of these ecards are exclusively for the use of Members and others maybe available to non-Members.
4. The Company may further vary from time to time in its sole discretion the Materials and other features of the site available to Members and non-Members.
5. All Materials are subject to change without notice.

6. You agree that you will not through the use of the Site violate, plagiarize, or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights, or submit or publish libelous or otherwise unlawful material. You hereby indemnify, defend and hold harmless the Company and all officers, directors, owners, agents, Material providers, licensors and licensees from and against any and all liability and costs, including, without limitation, reasonable attorneys' fees, incurred by them in connection with any claim arising out of any breach by you of this Agreement. You shall cooperate as fully as reasonably required in defense of any such claim. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.
7. You may not use this Site to send ecards to mailing lists or to send unsolicited bulk or commercial messages. The use of computer programs which automate the process of sending or viewing any of the Materials is strictly prohibited. We reserve the right to limit, in our sole discretion and without prior notice to you, the number of cards or messages that you may send using the Site and/or the number of recipients to which you send such cards or messages.
8. The Company does not represent or endorse the accuracy or reliability of any opinion, statement, or other information displayed or distributed through the Site by any person or entity. You acknowledge that any reliance upon any such opinion, statement or other information shall be at your sole risk.
9. The Materials are provided "as is" without warranty of any kind, either expressed or implied. The Company is not responsible for any failure of ecards sent through the Site to reach their intended recipients or to reach such recipients on the date specified by the sender.
10. Neither the Company nor any of its officers, directors, employees or affiliates shall be liable for any direct, indirect, special, consequential, punitive, exemplary and/or incidental damages of any kind whatsoever (including, but not limited to, lost profits or attorneys' fees) in any way due to, resulting from or arising in connection with your access to, inability to access, or use of the site, or from your reliance on any information provided at the site, even if the Company has been advised of the possibility of such damages. This limitation applies to all causes of action in the aggregate including, but not limited to, breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and any other tort. In the event the foregoing limitation of liability set forth herein shall be for any reason held unenforceable or inapplicable, you agree that the Company and its affiliates' aggregate liability shall not exceed the amount paid pursuant to the terms of this Agreement.
11. The Company may modify this Agreement at any time by updating this page. By using the Site, you agree to be bound by any such revisions and you should periodically visit the Site to determine the terms to which you are bound.
12. This Agreement, and the respective rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of England, and you and the Company submit to the exclusive jurisdiction of the English Courts.

Acceptable Use Policy

CowrieCards.com has adopted the following Acceptable Use Policy in order to assure that its eCards are used in a lawful and appropriate manner. While CowrieCards.com does not ordinarily

monitor the content of users' eCards, it reserves the right to investigate reports of misuse of its service and to protect its property and assets. The following conduct is prohibited on the service:

1. sending harassing, abusive, or threatening messages;
2. sending obscene or pornographic messages or images;
3. sending defamatory or libelous messages;
4. sending viruses or other harmful, disruptive, or destructive files;
5. attempting to steal passwords or credit card information;
6. sending messages in furtherance of unlawful, criminal, or fraudulent activity; or
7. attempting to conceal or misrepresent the identity of the sender.

Violations of the CowrieCards.com's Acceptable Use Policy will not be tolerated and may result in the sender being blocked from sending additional eCards on the service. If the sender is a member of CowrieCards.com's subscription service, CowrieCards.com may disable the sender's account without compensation or refund.

CowrieCards.com RESERVES THE RIGHT IN ITS SOLE DISCRETION TO DISCLOSE TO THIRD PARTIES, INCLUDING ECARDS RECIPIENTS, THEIR COUNSEL, AND/OR LAW ENFORCEMENT AUTHORITIES, RELEVANT INFORMATION ABOUT A COMMUNICATION, INCLUDING, BUT NOT LIMITED TO, THE SENDER NAME, ACCOUNT INFORMATION, MEMBER AND COOKIE NUMBERS, TRANSMISSION DATA, PAST AND SUBSEQUENT SERVICE USE, AND ANY OTHER INFORMATION DEEMED NECESSARY BY CowrieCards.com TO ADDRESS PAST VIOLATIONS OF THE ACCEPTABLE USE POLICY AND TO PREVENT FUTURE VIOLATIONS. THESE DISCLOSURES MAY BE MADE WITH OR WITHOUT PRIOR NOTICE TO YOU. BY USING THE SERVICE, YOU IRREVOCABLY CONSENT TO SUCH DISCLOSURES.

Links and Advertisements

CowrieCards.com may feature on its Site, in its announcements, or in its e-mail communications to you links to third-party web sites. These may appear in the form of text links, advertisements, banners, buttons, integrated gift services, digital cash, digital gift certificates, or otherwise. THE GOODS AND SERVICES AVAILABLE THROUGH THESE LINKS ARE OFFERED BY INDEPENDENT COMPANIES, WHICH ARE NOT AFFILIATED IN ANY WAY WITH ComLoc, Corp., CowrieCards.com. CowrieCards.com MAKES NO REPRESENTATIONS AS TO THE QUALITY, FITNESS, WORKMANSHIP, VALUE, APPROPRIATENESS, OR RELIABILITY OF THE MERCHANDISE AVAILABLE OR THE SOLVENCY OR FINANCIAL VIABILITY OF ANY ADVERTISER. CowrieCards.com WILL NOT REIMBURSE OR INDEMNIFY YOU FOR ANY LOSSES YOU MAY INCUR AS A RESULT OF TRANSACTIONS WITH ANY CowrieCards.com ADVERTISER. USERS ARE ADVISED TO USE DISCRETION IN SELECTING COMPANIES TO DO BUSINESS WITH ONLINE.

There may be circumstances where access to this Site is provided by a link located at another Web site. Neither CowrieCards.com nor its affiliates makes any representations or give any warranties with respect to any information contained in or at these other sites and neither CowrieCards.com nor its affiliates shall be liable for any damages or injury arising from the content of these other sites. Neither CowrieCards.com nor its affiliates endorses the individuals, companies, or other similar entities, or any products or materials associated with such individuals, companies, or other similar entities, that provide a link to this Site.

Creating Your Own eCards and Photos and/or Images

CowrieCards.com may allow you to create your own eCards by uploading your own photos, artwork and other materials. If we do and you do so, you are subject to the conditions outlined in these Terms. When you upload photos and/or images to the Site you are indicating that you own the photo and/or image and/or have full rights to its use.

When you upload material to the Site and use it to create an eCard, your material will be used for the transmission of your digital eCard; however, we may also use such material in the course of performing testing, training and/or archiving of our and our affiliates' systems and hereby expressly reserve the right to do so.

Terms of Sale Agreement

The following is an additional set of terms that apply only to those who choose to become Members by purchasing a license to use the eCards.

8. These Terms are in addition to the Conditions of Use of Site above and nothing in these Terms shall be deemed to override or replace any of the above Conditions.
9. The Company hereby grants you a limited license to use such eCards and other features of the Site as are from time to time determined, at the Company's sole discretion, to be available for Members only.
10. In order to become a Member, you must pay a membership fee. You may pay for your membership by PayPal (which accepts credit cards and doesn't require membership), or by mailing us a check or money order. We can only accept money orders from the US and Canada. Please be aware that some credit cards (for example, Discover cards) cannot be used for international payments.
11. If you choose to pay by money order or check, please complete the membership application and submit with your check or MO to the company address (see below). Your membership will be activated upon receipt of your payment.
12. If you choose to pay by PayPal, please on the PayPal button or link. Your membership will be activated the transaction is fulfilled by PayPal.
13. The Company offers you the opportunity to auto-renew. If you choose to auto-renew, on the anniversary of you becoming a Member, the Company will charge your credit card or PayPal account at the then-current price for another year of membership. Prices for renewal are the same as prices for new members.
14. In order to use the Site, you will be required to select a password to be used in conjunction with your e-mail address. You must not disclose this password to others or permit others to use your password so as to access the Site.
15. No use of the Site, eCards or Materials is permitted save that permitted by the Conditions of Use of Site above.
16. You must ensure that the e-mail address which you give as part of your membership details is your correct and valid e-mail address.

17. If you change your e-mail address you must notify the Company by means of the facilities made available on the Site.
18. You may cancel your license at any time. Unless terminated beforehand, your license will end on a date determined by the Company according to the amount of the fee paid by you in accordance with the price list published on the Site.
19. Should your license be canceled or terminated, or the Site closed for any reason whatsoever, refunds will be given solely at the discretion of the Company. Normally refunds will only be given in the event of a technical problem that prevents you from using the Site.
20. The Company may from time to time in its sole discretion modify the list of ecards and other features of the Site which are available exclusively to Members. The Company may also change, suspend or close the Site, or any part or feature of the Site, or restrict access to parts or the whole of the Site, without notice or liability.
21. The Company may modify this Agreement at any time by updating this page. By becoming a Member, you agree to be bound by any such revisions and you should periodically visit the Site to determine the Terms to which you are bound. If any of the rules contained in the Agreement or any future changes to the Agreement are not acceptable to you, you should cancel your license. Your continued use of the Site now, or following the posting of any changes to this Agreement, will indicate acceptance by you of such changes.

Contact Details

CowrieCards.com
41 Watchung Plaza - Unit 81
Montclair, NJ 07042
contact@cowriecards.com