

1. User's Acknowledgment and Acceptance of Terms

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These Terms of Use are effective as of January 19, 2024. To access our previous Terms of Use, please click [here](#). These Terms of Use were written in English (US). To the extent that any translated version of these Terms of Use conflicts with the English (US) version, the English (US) version controls.

We reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this site and these Terms of Use periodically and to be aware of any modifications. Your continued use of this site after such modifications will constitute your acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

As used in these Terms of Use, references to our “Affiliates” include our owners, parent companies, subsidiaries, affiliated companies, officers, directors, members, suppliers, partners, agents, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its services.

As used in these Terms of Use, “content” is defined as any documents, information, communications, software, photos, video, graphics (including illustrations, images, drawings, logos), music, sounds, text and other material and services that can be viewed by users on this site. This includes, but is in no way limited to, message boards, chat, electronic business cards, flyers, questionnaires and other original content.

2. Description of Services on this Site

We make various services available on this site including, but not limited to, an infrastructure for generating and sharing electronic business cards, digital flyers, surveys, price quotes, invoices, receipts, questionnaires, and calendar appointments. Fees for use of this site and our services are set out elsewhere in this site. You are solely responsible for providing, at your own expense, all equipment necessary to use this site and our services, including a computer and modem, mobile devices and mobile applications (including those necessary to send text, SMS, and MMS messages), and your own Internet access (including payment of telephone service fees associated with such access).

We reserve the sole right to either modify or discontinue this site, including any services therein, at any time with or without notice to you. We shall not be liable to you or any third party should we exercise such right. Modifications may include, but are not limited to, changes in the pricing structure, the addition or removal of fee-based services, or changes to limitations on allowable file sizes. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms of Use.

You understand and agree that temporary interruptions of this site, including for scheduled maintenance or upgrades for emergency repairs, or due to failure of telecommunications links or equipment, may occur. You further understand and agree that we have no control over third-party networks you may access in the course of the use of this site, and therefore, delays and disruption of other network transmissions are completely beyond our control. We shall not be liable to you or any third party for any such interruptions, delays or disruptions.

In addition to any excuse provided by applicable law, we shall be excused from liability for nondelivery or delay in delivery of services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

You understand and agree that this site is provided "AS IS", "AS AVAILABLE" and "WITH ALL FAULTS" and that we assume no responsibility for the timeliness, deletion, delivery, mis-delivery, storage or failure to store any of your content or Registration Data.

3. Registration Data and Privacy

In order to access some of the services on this site, you will require a separate account and password that can be obtained by completing our online registration form, which requests certain information and data ("Registration Data") and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate.

You also grant us the right to disclose to third parties certain Registration Data about you. The information we obtain through your use of this site, including your Registration Data, is subject to our Privacy Policy, which is specifically incorporated by reference into these Terms of Use.

4. Payment of Fees

If you subscribe to a service on this site that requires payment of a fee, you agree to pay all fees associated with such service. For all charges for services on this site, we will bill your credit card. Recurring charges are billed in advance of service. You agree to provide us with accurate and complete billing information, including valid credit card information, your name, address and telephone number, and to provide us with any changes in such information within 30 days of the change.

If, for any reason, your credit card company refuses to pay the amount billed for the service, you agree that we may, at our option, suspend or terminate your subscription to the service and require you to pay the overdue amount by other means acceptable to us. We may charge a fee for reinstatement of suspended or terminated accounts.

You agree that until your subscription to the service is terminated, you will continue to accrue charges for which you remain responsible, even if you do not use the service.

In the event we bring a claim against you to collect any balances due by you, you agree to reimburse us for all expenses incurred by us, including attorneys' fees and other legal expenses.

5. Conduct on Site

You must be at least 18 years old to access and use this site. You agree to access and use this site only for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining to your use of this site. Your use of this site is subject to all applicable laws, statutes, rules and regulations, including Netiquette, and you are solely responsible for your content through this site. By posting content on, or otherwise using, our infrastructure for generating electronic business cards, digital flyers, surveys, price quotes, invoices, receipts, questionnaires, and calendar appointments, or any other service that may be available to you on or through this site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content – including text, communications, software, images, sounds, data, or other information – that:

- A. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies, including these Terms of Use;

- B. Victimized, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- C. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- D. Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- E. Contains software viruses, worms, spyware, malware, or any other computer code, files, or programs that are designed or intended to disrupt, destroy, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to disrupt, destroy, damage or obtain unauthorized access to any data or other information of any third party; or
- F. Impersonates any person or entity, including any of our employees or representatives.

By accessing or using this site, you agree that you will not:

- A. Use this site to commit a criminal offense or to encourage others to engage in any conduct that would constitute a criminal offense;
- B. Use this site in a way to give rise to civil liability or encourage others to engage in any conduct that would give rise to civil liability;
- C. Use this site to impersonate other parties or entities;
- D. Alter, damage or delete any content or information on this site;
- E. Disrupt this site or its servers or networks in any way; or
- F. Claim a relationship with or represent any person, business, association or organization with which you are not authorized to claim such a relationship or to represent.

We neither endorse nor assume any liability for the content uploaded or submitted by you or other third-party users of the site. We generally do not pre-screen, monitor, or edit the content posted by users of our infrastructure for generating electronic business cards, digital flyers, surveys, price quotes, invoices, receipts, questionnaires, and calendar appointments, or of other services that may be available on or through this site. However, we have the right at our sole discretion to remove any content that, in our judgment, do not comply with these Terms of Use and any other rules of user conduct for our site, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against us arising out of such removal of content. See "Use of Your Materials" below for a description of the procedures to be followed in the event that any party believes that content posted on this site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of this site may be available to you or other authorized users of this site. You shall not interfere with anyone else's use and enjoyment of this site. Users who violate systems or network security may incur criminal or civil liability.

We prohibit crawling, scraping, caching or otherwise accessing any content on this site via automated

means, except as may be the result of standard search engines or technologies used by a search engine with our express consent.

You agree that we may at any time, and at our sole discretion, terminate your membership without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

6. Third Party Sites and Information

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Please do not submit confidential or proprietary content to us unless we have mutually agreed in writing otherwise. We are also unable to accept your unsolicited ideas or proposals, so please do not submit them to us in any circumstance. You acknowledge and agree that your relationship with us is not a confidential, fiduciary, or other type of special relationship.

We respect the intellectual property of others, and we ask you to do the same. If you or any user of this site believes its copyright, trademark or other property rights have been infringed by content on this site, you or the user should send e-mail notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

- A. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- B. Identification of the copyrighted work claimed to have been infringed;
- C. Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
- D. Identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit us to locate the materials;
- E. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and
- F. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringing.

You acknowledge that if you fail to comply with all of the above requirements, your notification may not be valid. Pursuant to the Digital Millennium Copyright Act, 17 U.S.C.A. Sec. 512(c), our Designated Agent for Notice of claims of copyright infringement can be reached as indicated below. Service of repeat infringers of copyright or of users about whom repeat claims of copyright infringement are received will be terminated.

Designated Agent for Claimed Infringement:

Ian Chesir-Teran, Esq.

Tel: 347-696-1131

ian@chesir-teran.com

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FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR OUR AFFILIATES, OR THROUGH OR FROM THE SITE AND/OR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE TERMS, WE AND OUR AFFILIATES DO NOT REPRESENT OR WARRANT THAT (I) THE SITE AND/OR SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SITE AND/OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE AND/OR SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.

WE SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND WE HEREBY DISCLAIM ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY, IF ANY, FOR ANY CLAIM BY YOU FOR DAMAGES, LOSSES, INJURIES OR EXPENSES DIRECTLY OR INDEIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR YOUR USE OF THIS SITE OR OUR SERVICES SHALL BE LIMITED TO THE AMOUNT YOU PAID TO US DURING THE 12-MONTH PERIOD BEFORE THE ACCRUAL OF ANY SUCH CLAIM.

ANY CLAIM BROUGHT BY YOU AGAINST US OR OUR AFFILIATES MUST BE INSTITUTED PURSUANT TO SECTION 19 AND WITHIN ONE YEAR AFTER THE CLAIM ACCRUES OR BE DEEMED FOREVER AND PERMANENTLY WAIVED AND BARRED.

11. Indemnification

Upon a request by us, you (and also any third party for whom you operate an account or activity on this site) agree to defend, indemnify, and hold us and our Affiliates harmless from and against all claims for damages, losses, injuries and/or expenses, including attorneys' fees and costs, that directly or indirectly arise from or relate to any of the following (including as a result of your activities on this site or those activities conducted on your behalf): (i) your actual or alleged use or misuse of this site; (ii) your content; (iii) your actual or alleged breach of these Terms of Use; (iv) your actual or alleged violation of any third-party right, including any intellectual property right, publicity, confidentiality, property or privacy right; (v) your actual or alleged violation of any laws, rules, including all regulatory, administrative and legislative authorities; or (vi) any actual or alleged misrepresentation made by you; (vii) actual or alleged violation of the Telephone Consumer Protection Act of 1991, Junk Fax Prevention Act of 2005, or CAN-SPAM Act of 2003, all as amended, or any rules, regulations or guidelines promulgated thereunder, or any similar federal, state or local law, code or regulation, directly or indirectly arising from or relating to your content or a third-party's receipt of your

content.

. You will cooperate as fully required by us in the defense of any claim. We reserve the right to assume the exclusive defense and control of any claim subject to indemnification by you, and you will not in any event settle any claim without our prior written consent.

12. Participation in Promotions

From time to time, this site may include advertisements offered by third parties. You may enter into communication with or participate in promotions of the advertisers showing their products or services on this site. Any such communication or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such communications or promotions, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

13. Email Services

We may make e-mail messages, text messages, SMS messages and MMS messages or other similar services available to users of this site, either directly or through a third-party provider.

We will not inspect or disclose the contents of private e-mail messages, text messages, SMS messages, MMS messages or other similar messages except with the consent of the sender or the recipient, or in the narrowly-defined situations provided under the Electronic Communications Privacy Act, or as other required by law or by court or governmental order. Further information is available in our Privacy Policy.

We may employ automated monitoring devices or techniques to protect our users from spamming and/or other types of electronic communications that we deem inconsistent with our business purposes. However, such devices or techniques are not perfect, and we will not be responsible for any legitimate communication that is blocked, or for any unsolicited communication that is not blocked.

Mailboxes and other similar methods of storage may have a limited storage capacity. If you exceed the maximum permitted storage space, we may employ automated devices that delete or e-mail messages, text messages, SMS messages and MMS messages or other similar messages that exceed the limit. We will not be responsible for such deleted or blocked messages.

14. Use of Site and Storage of Content

You acknowledge that we may establish general practices and limits concerning use of the services on our site, including without limitation the maximum number of days that uploaded content will be retained on the

site, the maximum disk space that will be allotted or our servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the services in a given period of time. You agree that we have no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through this site. You acknowledge that we reserve the right to suspend or delete accounts which have not paid a subscription fee or that are inactive for an extended period of time. You further acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion.

The accounts of our users operate on shared resources. Excessive use or abuse of these shared network resources by one user may have a negative impact on all other users. Misuse of network resources in a manner that impairs network performance, including excessive consumption of CPU time, memory, disk space, and session time, is prohibited and may result in termination of your account or limitation of your activities.

This site is not designed or intended to be used as a disaster recovery facility or as an emergency data storage facility. Although we take reasonable precautions to preserve and protect the content you upload to the site, you should not rely on the site as your only storage facility. You should preserve backup copies of any content that you have uploaded. You agree not to hold us liable for any damage to, any deletion of or any failure to store your content or Registration Data.

15. Security and Password

You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account, including any e-mail, text messages, SMS messages, MMS messages or other similar messages sent and any charges incurred. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account in the event of any unauthorized transfer or sharing thereof. If you become aware of any unauthorized use of your password or of your account, you agree to promptly notify us at Report@ecard.link.

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18. Termination of Use

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use this site and the services available on it immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related content in your account and/or bar any further access to such content or this site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith. Sections 1, 3, 5–11, 14, and 18–20 of these Terms of Use, as well as your liability for any unpaid fees, shall survive any termination.

19. Governing Law; Mandatory Arbitration; Waiver of Class Claims

These Terms of Use, and your relationship with us under these Terms of Use, shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of law principles.

You and we agree to resolve exclusively through final and binding arbitration any and all disputes or claims that have arisen or may arise between you and us (including any Affiliates), whether or not such dispute or claim involves a third party, relating in any way to any aspect of our relationship or any contact between us, direct or indirect, or arising out of this or previous versions of these Terms of Use, or your use of or access to

this site and/or its services, or any products or services sold, offered, or purchased through our site (“Dispute”).

You and we agree to submit the Dispute to a single arbitrator under the then-current International Dispute Resolution Procedures of the American Arbitration Association (AAA). The AAA’s rules, information regarding initiating a claim, and a description of the arbitration process are available at www.adr.org. The language of the arbitration shall be English. The site of the arbitration shall be Tel Aviv, Israel, unless otherwise agreed to in writing by the parties in accordance with AAA rules. The arbitrator, and not any international, federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the arbitrability of Disputes. The arbitrator will make a decision in writing. Each party will pay the fees for his/her or its own attorneys. A court of competent jurisdiction in the State of New York, New York County shall have the exclusive authority to enter judgment upon the arbitrator’s decision and/or award.

You and we agree that each of us may bring a Dispute against the other only on our own behalf, and not on behalf of a government official or other person or entity, or a class of persons or entities. You and we agree, if we are a party to the proceeding, not to participate in a class action, a class-wide arbitration, a claim brought in a private attorney general or representative capacity, or a consolidated claim involving another person’s use of this site and/or its services. You and we agree not to combine a claim that is subject to arbitration under these Terms of Use with a claim that is not eligible for arbitration under these Terms of Use. You and we agree to waive the right to a trial by jury for all disputes.

20. Notices

All notices from you to us shall be in writing, and shall be made either via e-mail, a commercial overnight carrier, or US mail, return receipt requested. Notices to us must be sent to the attention of Customer Service at [e-mail address], if by e-mail, or at Greenbook USA, Inc., [address], if by a commercial overnight carrier, or US mail, return receipt requested. Notices from us to you may be sent to the address or e-mail address supplied for your account as part of your Registration Data. In addition, we may broadcast notices or messages through the site to inform you of changes to this site or other matters of importance, and such broadcasts shall constitute notice to you.

Any notices or communication under these Terms of Use will be deemed delivered to the party receiving such communication (1) on the delivery date if delivered personally to the party; (2) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, if sent by US mail, return receipt requested; or (4) on the delivery date if transmitted by e-mail.

21. Entire Agreement

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms of Use may not be altered, supplemented, or amended by the use of any other document. Any attempt to alter, supplement or amend these Terms of Use or to enter an order for services which are subject to additional or altered terms of use shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

22. Miscellaneous

You may not assign your rights and obligations under these Terms of Use to any third party, and any purported attempt to do so shall be null and void. We may freely assign our rights and obligations under these Terms of Use.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions of these Terms of Use shall remain in full force and effect. Neither the course of conduct between us and you nor trade practice will act to modify these Terms of Use. These Terms of Use do not confer any third-party beneficiary rights.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision. No waiver of any of these Terms of Use will be deemed a further or continuing waiver of those Terms or Use or any other Terms of Use.

23. Contact Information

Except as explicitly noted on this site, the services available through this site are offered by Greenbook USA Inc., a Wyoming corporation. If you notice that any user is violating these Terms of Use, please contact us at Report@ecard.link.