

USER AGREEMENT TERMS AND CONDITIONS OF USE

This World Wide Web Site (“Website”) is a complimentary interactive service offered by Send a Smile Today™ (“SST”) at no charge to users of the World Wide Web, with the express condition that these Users agree to be bound by the terms and conditions set forth in this User Agreement. SST reserves the right to change these terms and conditions at any time, without notice to the User, and the User must consult the most recent version of this User Agreement every visit to this Website. Use of this Website constitutes the Users acceptance of all of the following terms and conditions, in their current form or as modified.

1. SERVICES

a) Description of Services

SST currently provides users access to custom cards that can be sent to cancer patients (“Service”). SST assumes no responsibility or liability for the timeliness, deletion, miss-delivery, or failure to store or send any customized card. SST assumes no responsibility or liability for any cards sent. All such risks are born by the User, or anyone using the User’s account.

b) Modification of Services

SST Reserve the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that SST will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

e) Medical Disclaimer

The User agrees that the information on the Website is provided “as is” for general information only. It is not intended as medical advice, and should not be relied upon, as a substitute for consultations with qualified health professionals who are familiar with your individual medical needs. The User further agrees not to disclose any medical information it would otherwise have a duty to protect under the Health Insurance Portability and Accountability Act, or any other Governmental, Federal, State, or Local Act, Treaty, Constitution, or other law.

2. ACCOUNTS

a) Account Security

Users may register and create a personal account, if the Website offers such a service. If the Website allows a User to link a social media site with the User’s personal account, Users are solely responsible for maintaining the confidentiality of the User ID and Password, and are fully responsible for ALL activities that occur under their account. SST assumes no liability or responsibility for any activity performed by the User, including, but not limited to, sending a card to someone who does not have cancer, or a third party using the User’s account to send cards in any way.

b) Account Maintenance

SST can establish general practices and limits concerning use of the Website, including without limitation the number of days that customized messages, cards, or other content, uploaded or otherwise, are retained by the Website. The User agrees that SST has no responsibility or liability for the deletion or failure to store any messages, communications, or other content maintained or transmitted via SST's servers. The User agrees that SST has the right to terminate accounts that are inactive for an extended period of time, as determined at SST's discretion. The User agrees that SST has the right to log off accounts that are inactive for an extended period of time, as determined at SST's discretion. The User agrees that SST reserves the right to change these general practices at any time with or without notice.

c) Termination

The User agrees that SST, in its sole discretion, may terminate your password, account (or any part thereof) or use of this Service, and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if SST believes that the User violated or acted inconsistently with the letter or spirit of this User Agreement. The User agrees that any termination of the Users access may be affected without prior notice, and acknowledge and agree that SST may immediately deactivate or delete your account and all related information and files in the User's account and/or bar further access to such files or the service. Further, the User agrees that SST will not be liable to you or any third-party for any termination of your access to the Service.

d) Identity of User

By registering on this Website the User hereby affirms that they are the individual or entity they are claiming to be. No User may register on this Website with a fictitious, forged, or altered identity. The User affirms that any customized card sent to any recipient will be sent only in good faith and on the basis of personal knowledge that the recipient has cancer. The cards on this Website should not be sent to, or received by, any other recipients except for those who have been diagnosed with cancer. Payment to SST, if any, will not be forged, altered, or otherwise illegally obtained or made. SST, its officers, directors, employees, volunteers, affiliates, attorney's, and sponsors are not in any way responsible for verifying any User's identity, User's Content, Methods of Payment, or Recipient's diagnosis. The User agrees that they are solely responsible for any issues arising out of their identity, the Content they send, payment to SST, or any other action that they take using SST's Website or Services.

e) Consent to Use Name for Publicity Purposes

By registering on this Website the User hereby agrees and consents to use of the User's name by SST for publicity purposes. This consent waives the User's right to sue based on any rights of privacy, or otherwise, arising out of use of the User's name. This consent also waives the User's right to any royalties, damages, or any other economic recovery for the use of the User's name. The User may opt out of this portion of the Agreement at any time, as stated in the Privacy

Policy. Until a User opts out of this portion of the Agreement, SST will have the world-wide, non-exclusive right to use the User's name in conjunction with publicity purposes, including the right to distribute, reproduce, display, perform, or create derivative works based upon such name. Once the User opts out of this portion of the Agreement, SST agrees to remove the User's name.

3. CONTENT

a) Prohibited User Conduct and Content

The User agrees that all information, data, text, graphics, messages, or other material ("Content") publicly posted or sent is the sole responsibility of the person from which such content originated. The User, and not SST, bears all risks and liabilities for all Content that is uploaded, posted, emailed, transmitted, mailed, or otherwise made available via the service. The User agrees to refrain from using the service to:

- i. Upload, post, mail, or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights ("Rights") of any party;
- ii. Upload, post, mail, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation. (Sending the same card more than once may be considered "spam" or "spamming");
- iii. Upload, post, mail, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
- iv. Upload, post, mail, or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.
- v. Impersonate any person or entity, including, but not limited to, an SST official; a family member, relative, or friend of any recipient of a card ("Recipient"); or falsely state or otherwise misrepresent your affiliation with a person or entity;
- vi. Manipulate or forge Content in any in order to disguise the origin of any Content transmitted through the Service;
- vii. Disrupt the normal flow of the Service or Content or otherwise negatively effect other users' ability to engage in the Service or Content;
- viii. Intentionally or unintentionally violate any applicable local, state, national, or international law;
- ix. Reveal personal medical information, or any information that would otherwise constitute a violation of the Health Insurance Portability and Accountability Act ("Act") or any other similar act, especially if you are a Recipient's doctor, hospital, or other person or entity with a duty to abide by the Act;
- x. Forge or engage in identity theft, credit card fraud, or otherwise illegally use another person's identity or money to purchase a card, or any other item sold on this Website;

- xi. “Stalk” or otherwise harass another, whether another User, Recipient, or otherwise; or
- xii. Harvest or otherwise collect or store personal data about others Users or Recipients.

b) Modification of Content

SST has the right, in their sole discretion, to refuse, edit, move, or delete any Content that is available via the Service. SST and its designees will have the right to remove any Content regardless of whether such communication(s) violate the User Agreement. The User must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. The User agrees that any modification, deletion, or transferring of any of the User’s Content by SST is done at the User’s own risk, and SST assumes no responsibility or liability.

c) Content Preservation and Disclosure

SST may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the User Agreement; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of SST, its users, and the public.

d) Endorsements

The User agrees that the opinions or statements contained in this Website are not necessarily those of SST or endorsed by SST. SST may provide links on the Website to other websites, which are not under the control of SST. In general, any website that has an address (or URL) which does not contain this Website’s URL is such a website. These links are provided for convenience of reference only and are not intended as an endorsement by SST of the organization or individual operating the website or a warranty of any type regarding the website or the information on the website.

e) Usage of Content

Unless otherwise indicated, all information contained on this Website, such as text, graphics, logos, button icons, images, audio clips is copyrighted by and proprietary to SST and may not be copied, reproduced, transmitted, displayed, performed, distributed, sub licensed, altered, stored for subsequent use, or otherwise used in whole or in part in any manner without SST’s prior written consent, except that the User may make such temporary copies of them in a single computer’s RAM and hard drive cache as are necessary to browse the website or customize cards. The User may also make a single copy of the Content displayed on any page of the Website to be used by the User for personal and noncommercial uses that do not harm the reputation of SST, provided that the User does not remove any trademarks, copyrights, and any other notice contained such content.

f) User Generated Content

By submitting Content to any part of this Website where such Content is viewable by the public, you agree that such submission is non-confidential for all purposes. Any submission to this Website will be deemed and remain the property of SST. You grant, or warrant, that the owner of such content has expressly granted SST a royalty-free, perpetual, irrevocable, world-wide non-exclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the Content in any media or medium, or any form, format, or forum no known or hereafter developed.

g) Linking Information

SST encourages and permits Users to link to the Website, provided: (a) any text-only link must clearly be marked "Send a Smile Today;" (b) the appearance, position and other aspects of either the link or the host website may not be such as to damage or dilute the goodwill associated with SST' name and trademarks; (c) the appearance, position and other aspects of either the link or the host website may not create the false appearance that an entity other than SST is associated with or sponsored by SST; (d) the link, when activated by a user, must display this Website full-screen and not with a "frame" on the linked website; and (e) SST reserves the right to revoke its consent to the link at any time in its sole discretion by amending this User Agreement .

SST is not responsible for the information or materials contained on the host website. Links to this Website are provided for convenience of reference only and are not intended as an endorsement by SST of the organization or individual operating the host website or a warranty of any type regarding the host website or the information on the host website.

4. LIABILITY

a) Disclaimer of Warranty

SST MAKES NO WARRANTIES OF ANY KIND REGARDING THIS WEBSITE OR THE SERVICES PROVIDED INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF ACCURACY, COMPLETENESS, CURRENCY, RELIABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY THAT THESE PAGES, OR THE SERVER THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS, OR ANY OTHER WARRANTY, AND SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

b) Limitation of Liability

THE USER AGREES TO HOLD SST HARMLESS, AS WELL AS SST'S OFFICERS, DIRECTORS, EMPLOYEES, AND VOLUNTEERS FROM ALL CLAIMS ARISING OUT OF OR RELATED TO THE USER'S ACCESS, USE OF, OR INABILITY TO ACCESS OR USE THIS WEBSITE OR WEBSITES THAT ARE LINKED TO THIS WEBSITE. THIS INCLUDES, BUT IS NOT LIMITED TO, INFORMATION OR CARDS VIEWED, UPLOADED, OR DOWNLOADED FROM THIS WEBSITE OR ANOTHER WEBSITE TO

WHICH IT IS LINKED THAT APPEAR TO THE USER OR ARE CONSTRUED BY THE USER TO BE OBSCENE, OFFENSIVE, DEFAMATORY, OR THAT INFRINGE UP THE USER, OR ANYONE ELSE'S, INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL SST OR THE CONTRIBUTORS OF INFORMATION OR CARDS TO THIS WEBSITE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY THE USER IN RELIANCE ON SUCH INFORMATION OR FOR ANY CONSEQUENTIAL, SPECIAL, OR SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. INTELLECTUAL PROPERTY

The Website, the Website's code, SST's Content, SST's Service, and any and all copyrights, trademarks, service marks, trade names, and all other intellectual property rights therein are proprietary to SST and are owned by SST and/or its licensors and content providers, and are protected by applicable domestic and international copyright and trademark laws. Unless otherwise permitted by SST, the User cannot copy, capture, reproduce, perform, transfer, sell, license, modify, manipulate, create derivative works from or based upon, republish, upload, edit, post, transmit, publicly display, frame, link, distribute, or exploit in whole or in part the Website, the Website's code, SST's content, or SST's Service on any other website, other networked computer environment, or in any medium now known or hereafter developed, and you may not remove or alter any trademark, trade names, product names, logo, copyright, or other proprietary notices, legends, symbols, or labels on the Website, the Content, or the Services (each, an "Unauthorized Use").

Any Unauthorized Use constitutes an infringement of the copyrights and other proprietary rights of SST and/or its licensors and content providers and constitutes a violation of this User Agreement. Any violation of copyright or trademark laws may be subject to severe civil and/or criminal penalties.

5. JURISDICTION AND FORUM SELECTION

a) Jurisdiction

The terms of this Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any principles of conflicts of law.

b) Forum Selection

The User irrevocably (1) agrees that any suit or other legal proceeding arising out of this Agreement may be brought only in the state or federal courts located in Cook County, Illinois; (2) consents, for themselves and in respect to their property, to the jurisdiction of this court in any such suit or proceeding; and (3) waives any objection which they may have to the laying of venue of any such suit or proceeding in any of such courts and any claim that any such suit or proceeding has been brought in an inconvenient forum.

6. MISCELLANEOUS

a) Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter of the Agreement and supersedes all proposals, oral or written, and all negotiations, conversations, commitments, and other communications between the parties with respect to the subject matter of this Agreement.

b) Severability

In case any one or more of the provisions of this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner to any party. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

c) Counterparts

This Agreement may be executed in counterparts, each of which when executed will be deemed to be an original and all of which counterparts taken together will constitute the same instrument.

d) No Oral Modification

No modification, extension, or waiver of or under this Agreement will be valid unless made in writing and signed by both the Licensor and the Licensee. No written waiver will constitute, or be construed as, a waiver of any other obligation or condition of this Agreement.

e) Further Assurances

Each party hereto covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, such party will execute and deliver all such further legal instruments and perform all such further acts as may, in each case, be, or become, necessary or appropriate to effectuate the purposes of this Agreement.

f) Ambiguities

To the extent that any terms or conditions in this Agreement are ambiguous, the parties agree that those terms or conditions will not be construed against the drafter.

g) Headings

Headings of particular sections are inserted only for convenience and are not to be considered a part of this Agreement or be used to define, limit, or construe the scope of any term or provision of this Agreement.

h) Waiver

Failure by either party to enforce at any time or for any period of time the provisions of this Agreement will not be construed as a waiver of such provisions, and will in no way affect such party's rights to enforce such provisions at a later time.

i) Changes

SST reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions to this User Agreement. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of this Website constitutes your acceptance of those terms.

j) Compliance with Laws

The User agrees to comply with all applicable laws, rules, and regulations in connection with your activities under the Rules.

h) Transfer of Website

In the event that SST's ownership is transferred to any other party in any way, the User consents and agrees to the disclosure to, and use by, a subsequent owner or operator of the Website, the Services, or the Content, or of any information about the User contained in the applicable SST database at the time of the transfer.

Effective Date: May 29, 2014