

Terms of Service

Effective Date: September 30, 2021

These Terms of Service (“**Terms of Service**” or “**Terms**”) and our Privacy Policy (collectively, the “**Agreement**”), govern your access and use of the services, including our website (getsendit.com) and mobile application made available by FullSenders, Inc. (collectively, the “**Service**”). The Service is owned and operated by FullSenders, Inc. (“**FullSenders**,” “**we**,” “**us**,” or “**our**”).

THESE TERMS AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS AND INCLUDE AN AGREEMENT TO ARBITRATE, A JURY TRIAL WAIVER AND CLASS ACTION WAIVER.

By using the Service or accepting these Terms, you accept and agree to be bound and abide by these Terms and our Privacy Policy. If you do not agree to these Terms or our Privacy Policy, please do not use the Service.

We reserve the right to modify, amend, or change the Terms at any time. In certain circumstances, we may notify you of a change to the Terms via email or other means; however, you are responsible for regularly checking for notice of any changes. Your continued use of the Service constitutes your acceptance of any change, and you will be legally bound by the updated Terms. If you do not accept a change to these Terms or the Agreement, you should stop using the Service immediately.

About the service

Sendit is a platform that allows its users (“**Users**”) to post top lens games and receive responses from friends via participating social media platforms.

Your account

Account. You must register for an account (“**Account**”) on the Service. When registering for an Account, you agree that all information you provide to us will be accurate, truthful, current and complete. Only one Account is permitted per User.

To create an Account, you must meet the following requirements:

- You are at least 17 years of age, and, if you are under 18 years of age (or the legal age of majority in your jurisdiction), you have the prior consent of your parent or legal guardian to use the Service;
- You do not have more than one Account on the Service; and
- You have not previously been removed from the Service by us, unless you have our express written permission to create a new Account.

If at any time you cease to meet these requirements, you must immediately delete your Account, and we retain the right to remove your access to our Service without warning.

Account Restrictions and Passwords. To access the Service, you will be asked to provide us with certain registration information. You agree to provide correct, current, and complete information. You are solely responsible for maintaining the confidentiality of any password you create on the Service. You should never share your password with third parties. If you believe that someone has gained access to your Account, you should notify us immediately at support@getsendit.com.

Unless expressly permitted in writing by Sendit, you may not sell, rent, lease, share, or provide access to your Account to anyone else. Sendit reserves all available legal rights and remedies to prevent unauthorized use of and access to the Service.

Account Termination. We reserve the right to terminate your Account for any reason, at any time, at our sole discretion. For example, we may suspend or terminate your Account if we suspect you do not meet the eligibility requirements, become aware of any suspicious activity, or we believe the use of your Account violates these Terms or any applicable law. We may require you to verify your eligibility at any time. You acknowledge and agree that you will provide such information upon our request in order to continue to use the Service.

If your Account is terminated by you or Sendit for any reason, these Terms continue and remain enforceable between you and Sendit. Your information will be maintained and deleted in accordance with our [Privacy Policy](#).

Closing Your Account. You may deactivate your Account at any time. To do so, please send email us at support@sendit.com stating your username and a request to deactivate your Account.

We reserve the right to modify or terminate the Service, your Account, or your access to the Service for any reason, without notice, at any time and without liability to you. If we terminate your access to the Service or you deactivate your Account, your data (including your User Content) will no longer be accessible through your Account, but those materials and information may persist and appear within the Service. We also may terminate or suspend your participation on the Service, at our sole discretion.

If we decide to suspend, terminate or otherwise close your Account, you may not re-activate your Account or register for another Account unless we provide you with our prior written consent.

Privacy

Our Privacy Policy explains what information may be collected through the Service, how that information may be used and/or shared with others, how we safeguard that information, and how you may access or control its use in connection with our marketing communications and business activities.

Content

For purposes of this Agreement, the term "**Content**" includes, without limitation, any information, data, text, photographs and other images, videos, audio clips, written posts, articles, comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or

through the Services. For the purposes of this Agreement, "Content" also includes all User Content (as defined below).

User Content. All Content added, created, uploaded, submitted, distributed, or posted to the Services by users (collectively "**User Content**"), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent to us that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting from your actions. We do not guarantee that any Content you access on or through the Services is or will continue to be accurate or available.

You are solely responsible for all User Content that you post. Sendit is not responsible for User Content nor does it endorse any opinion contained in any User Content.

License. You grant Sendit a non-exclusive, transferable, sub-licensable, royalty-free, perpetual, irrevocable, fully paid, worldwide license to use, reproduce, make available to the public (e.g. perform or display), publish, translate, modify, create derivative works from, and distribute any of your User Content in connection with the Service through any medium, whether alone or in combination with other content or materials, in any manner and by any means, method or technology, whether now known or hereafter created. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content. Where applicable and permitted under applicable law, you also agree to waive and not enforce any "moral rights" or equivalent rights, such as your right to be identified as the author of any User Content, including Feedback, and your right to object to derogatory treatment of such User Content.

Availability of Content. We do not guarantee that any Content will be made available on the Site or through the Services. We reserve the right to, but do not have any obligation to, (i) monitor, remove, edit, modify or otherwise manipulate any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated this User Agreement), or for no reason at all and (ii) to remove or block any Content from the Services.

Sendit may, but has no obligation to, monitor, review, or edit User Content. In all cases, Sendit reserves the right to remove or disable access to any User Content for any or no reason, including User Content that, in Sendit 's sole discretion, violates this Agreement. Sendit may take these actions without prior notification to you or any third party. Removal or disabling of access to User Content shall be at our sole discretion, and we do not promise to remove or disable access to any specific User Content.

YOU AGREE THAT IF ANYONE BRINGS A CLAIM AGAINST SENDIT RELATED TO USER CONTENT THAT YOU POST, THEN, TO THE EXTENT PERMISSIBLE UNDER LOCAL LAW, YOU WILL INDEMNIFY AND HOLD SENDIT HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) ARISING OUT OF SUCH CLAIM.

Feedback. If you provide feedback, ideas or suggestions to Sendit in connection with the Service (including any User Content) ("**Feedback**"), you acknowledge that the Feedback is not confidential and you authorize Sendit to use that Feedback without restriction and without payment to you. Feedback is considered a type of User Content.

Intellectual property

OUR CONTENT

The Service is owned and operated by Sendit. By registering for an Account or by otherwise using the Service, you agree that all content, trademarks, and other proprietary materials and/or information on the Service, including, without limitation, Sendit's logos, visual interfaces, graphics, design, compilation, information, software, computer code (including source code or object code), services, text, pictures, photos, video, graphics, music, information, data, sound files, other files and the selection and arrangement thereof and all other materials (collectively, "**Our Content**") are protected by copyright, trademark, patent, trade secret, and other laws, and, as between you and Sendit (and/or third-party licensors), Sendit owns and retains all rights, title, and interest in the Our Content and the Service.

All other trademarks, logos, and service marks (collectively, the "**Service Marks**") are the exclusive property of Sendit (and/or third-party licensors) or other third parties. Nothing in these Terms grants you a license to use any of the Service Marks or any of the Sendit trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

Unless otherwise expressly stated in writing by us, you are granted a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable, revocable license to access and use the Service for your own personal use only, provided that, you acknowledge and agree that you do not acquire any ownership rights in or to the Service and/or Our Content or any of the Service Marks by accessing or otherwise using the Service. The license granted to you herein may be terminated by Sendit at any time, in its sole discretion. All rights not expressly granted in this Agreement are hereby expressly reserved by Sendit.

You will agree not to remove, alter, or conceal any copyright, trademark, service mark, or other proprietary rights or notices incorporated in or accompanying Our Content. Nothing contained on the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Our Content displayed on the Service, and you will not reproduce, modify, adapt, prepare derivative works from, perform, display, publish, distribute, transmit, broadcast, sell, license, or otherwise exploit any of Our Content without the written permission of Sendit or such third party that may own any Service Marks displayed on the Service.

Digital Millennium Copyright Act

Sendit has adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act ("**DMCA**"). If you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service (and such description must be reasonably sufficient to enable us to find the alleged infringing material);
- your contact information, including address, telephone number and email address;

- a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Notice of claims of copyright infringement should be provided to Sendit Copyright Agent via email to support@getsendit.com, or via mail to the following address:

Copyright Agent
c/o Sendit
1639 11th Street
Santa Monica, CA 90404

Sendit will terminate the Account of any repeat infringer.

Community guidelines

When you create an Account or otherwise use the Service, you acknowledge and agree that:

- You will abide by these Terms.
- You are responsible for keeping your Account password secret and secure.
- You are solely responsible for your conduct and for any activity that occurs through your Account.
- You agree that Sendit is not responsible or liable for the conduct of any User. Sendit reserves the right, but has no obligation, to monitor or become involved in disputes between you and other Users.
- You are solely responsible for obtaining and maintaining all telephone, computer hardware, software, accessories, and other equipment needed for you to access and to use the Service.
- You will treat others with respect (including when communicating with any Sendit representatives or other employees).
- You will not impersonate any person or entity; falsely claim an affiliation with any person or entity; access the Accounts of others without permission; misrepresent the source, identity, or content of information transmitted via the Service; or perform any other similar fraudulent activity.
- You will not use the Service for any harmful, illegal, nefarious, or untoward purpose.
- You will not use or attempt to use any cheats, bots, automation software, hacks, or any third-party software designed to interfere with the Service.
- You will not solicit, collect, use, or attempt to use the Account login credentials of any other User.
- You will not defame, stalk, bully, spam, abuse, harass, threaten, impersonate, or intimidate anyone on the Service, and you must not stream, broadcast or post or otherwise use information via the Service that may lead to violations of intellectual property or data privacy laws.

- You will not interfere or disrupt the Service or its servers or networks connected to the Service including by transmitting any worms, viruses, spyware, malware, malicious code, or any other code of a destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with how any Sendit page is rendered or displayed in a browser or on a device.
- You will not crawl, scrape, cache, or otherwise access any content or information (including User Content) on the Service via automated means.
- You will not create an Account through any unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler, or scraper. Should you use any automatic, macro, program, or similar method, or otherwise commit fraud with regard to the Service, Sendit reserves the right to pursue legal action against you.
- You will not attempt to indicate in any manner, without our prior written permission, that you have a relationship with Sendit or that we have endorsed you or any products or services for any purpose.
- You will not use the Service for any illegal purpose, or in violation of any local, state, national, or international law or regulation, including without limitation laws governing intellectual property and other proprietary rights, data protection, and privacy.
- You will not post or share any Prohibited Content, as described below.

We reserve the right to refuse access to the Service to you, for any reason at any time, at our sole discretion.

You are prohibited from uploading or sharing any content (including User Content) that (“**Prohibited Content**”):

- We may deem to be offensive, or we believe may harass, upset, embarrass, alarm or annoy any other person;
- Is violent, threatening, obscene, or that is otherwise offensive;
- Is abusive, insulting, threatening, discriminatory, or that promotes or encourages racism, sexism, hatred, or bigotry;
- Encourages or facilitates any illegal activity including, without limitation, terrorism, inciting racial hatred, or the submission of which in itself constitutes committing a criminal offense;
- Is defamatory, libelous, or untrue;
- Infringes upon any third party’s rights (including, without limitation, intellectual property rights and privacy rights);
- Includes the image or likeness of another person without that person’s consent (or in the case of a minor, the minor’s parent or guardian), or the image or likeness of a minor without the permission of that minor’s parent or guardian;
- Is inconsistent with the intended use of the Service; or
- Could harm the reputation of Sendit or the Service.

If you upload or share any Prohibited Content, we may immediately suspend or terminate your Account.

You acknowledge and agree that posting any User Content that violates these Community Guidelines (or that we reasonably believe violates these Terms) may also result in immediate termination or suspension of your Account.

Subscriptions

AUTOMATIC RENEWAL & CANCELLATION

Sendit offers Users a weekly subscription for an enhanced user experience. If you sign up for a subscription, your subscription will automatically renew until you cancel, and you will automatically be charged the associated fee (plus any applicable taxes) until you cancel. To see your next renewal date and current fee, visit your mobile device's account settings, or the Subscriptions tab that is available through the Apple App Store or the Google Play Store.

You must cancel your subscription at least 24 hours before the end of your current billing period to avoid being charged for the next billing period. After cancellation, you will have access to your subscription through the last day of your current billing period, at which point your subscription (and access to your subscription features) will be discontinued.

You may cancel your subscription any time through your Apple App Store or Google Play Store account. To access the subscription features after discontinuing your paid subscription, you may need to purchase a new subscription, subject to then-current fees, terms, and conditions.

PAYING FOR YOUR CONNECTED SUBSCRIPTION

Payments for your subscription are processed via Apple (for iOS) and Google (for Android) (each an “**App Provider**”) and you will need to provide your App Provider with your payment information. You are responsible for maintaining accurate and up-to-date payment information. If a payment is unsuccessful, we may suspend your access to the relevant subscription features until you provide a valid payment method. Sendit is not responsible if your subscription fails to renew due to invalid payment information.

REFUNDS

Refund requests are handled by your App Provider, not Sendit. To request a refund, you should follow your App Provider's refund procedures. Sendit does not offer refunds for your subscription. If you cancel, we will not issue you a refund or credit for any partial-period access to your subscription. You are not entitled to a refund or credit for any part of a billing period if the Subscription Features are unavailable, defective, experiencing delays, or for any other reason.

CHANGES TO SUBSCRIPTIONS AND FEATURES

We reserve the right to change or discontinue your subscription plans, subscription features, terms, or pricing at any time. Sendit is not responsible for any damage or loss caused by failures or delays of your subscription or the subscription features.

Eligibility and Use Restrictions

To purchase a subscription, you must be a U.S. resident and at least 18 years of age (or the age of majority in your jurisdiction). You are permitted to use your subscription for personal, non-commercial uses only.

Disclaimer of warranties

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SENDIT AND ITS SUBSIDIARIES, AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, AND LICENSEES (THE "**SENDIT PARTIES**") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS, AND FREEDOM FROM ERRORS, VIRUSES, BUGS, OR OTHER HARMFUL COMPONENTS.

THE SENDIT PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES THAT (A) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (B) THE SERVICE WILL MEET YOUR REQUIREMENTS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; (D) YOUR INFORMATION CREATED THROUGH THE SERVICE, IN WHATEVER FORM OR MEDIUM, WILL NOT BE LOST; OR (E) ANY ERRORS WILL BE CORRECTED.

THE SENDIT PARTIES SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY, OR OTHER CAUSE OF ANY KIND BASED UPON OR RESULTING FROM THE SERVICE.

Limitation of liability; Waiver

UNDER NO CIRCUMSTANCES WILL THE SENDIT PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE SERVICE; (B) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SERVICE; (C) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE SENDIT PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE SERVICE; (D) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (E) ANY ERRORS OR OMISSIONS IN THE SERVICE'S OPERATION; OR (F) ANY DAMAGE TO ANY OTHER USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE, OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF FORESEEABLE OR EVEN IF THE SENDIT PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE SENDIT PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING, IF THE SENDIT PARTIES ARE FOUND LIABLE TO YOU FOR ANY DAMAGE OR LOSS ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR USE OF THE SERVICE, IN NO EVENT WILL THE SENDIT

PARTIES TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED FIVE HUNDRED UNITED STATES DOLLARS (\$500.00).

SENDIT IS NOT RESPONSIBLE FOR THE ACTIONS, USER CONTENT, INFORMATION, CONTENT OR DATA OF THIRD PARTIES, AND YOU RELEASE THE SENDIT PARTIES FROM ANY CLAIMS AND DAMAGES, KNOWN OR UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

Indemnification

You agree to defend, indemnify and hold the Sendit Parties harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of or in any way connected to your use or misuse of the Service or with any of the following (including as a result of your direct activities on the Service or those conducted on your behalf): (A) your breach or alleged breach of these Terms of Service; (B) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (C) your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; (D) any misrepresentation made by you; or (E) your breach or alleged breach of the representation and warranties set forth in these Terms. Sendit reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Sendit.

Arbitration Agreement, Class Action Waiver, Jury Trial Waiver

Arbitration Agreement. If you pursue a legal claim against Sendit, you agree to arbitration (with limited exceptions and except where prohibited by law):

The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or our Service shall be binding arbitration administered by JAMS under the JAMS Streamlined Arbitration Rules & Procedures, except as modified by these Arbitration Procedures.

The one exception is that either party has the right to bring an individual claim against the other in a small-claims court of competent jurisdiction, or, if filed in arbitration, the responding party may request that the dispute proceed in small claims court if the party's claim is within the jurisdiction of the small claims court. If the responding party requests to proceed in small claims court before the appointment of the arbitrator, the arbitration shall be administratively closed, and if requested after the appointment of the arbitrator, the arbitrator shall determine if the dispute should be decided in arbitration or if the arbitration should be administratively closed and decided in small claims court. Whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against Sendit any class action, class arbitration, or other representative action or proceeding.

Your rights will be determined by a neutral arbitrator, not a judge or jury, and the arbitrator shall determine all issues regarding the arbitrability of the dispute. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can and decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against Sendit (except for small-claims court actions) may be commenced only in the federal or state courts located in Los Angeles County, California. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

CLASS ACTION WAIVER. WE EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. If a court or arbitrator determines in an action between you and us that this Class Action Waiver is unenforceable, the arbitration agreement will be void as to you.

JURY TRIAL WAIVER. IF A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.

Limitations and modifications

Sendit will make reasonable efforts to keep the Service operational. However, certain technical difficulties, maintenance or testing, or updates required to reflect changes in relevant laws and regulatory requirements, may, from time to time, result in temporary interruptions. Sendit reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Service, with advance notice where possible, all without liability to you, except where prohibited by law, for any interruption, modification, or discontinuation of the Service or any function or feature thereof. You understand, agree, and accept that Sendit will make reasonable efforts, although it has no obligation to maintain, support, upgrade, or update the Service, or to provide all or any specific content through the Service. Sendit and/or the owners of any content may, from time to time, remove any such content without notice. This section will be enforced to the extent permissible by applicable law.

Links to other sites

The Service may contain links to other sites maintained by third parties. These links are provided only as a convenience to you. Sendit, its subsidiaries and affiliated companies have no control over, and are not responsible for any content, products, or services offered by or found on third party sites, or their privacy policies. Links to third party sites do not constitute an assumption of liability or sponsorship, endorsement, or approval of these sites or the content contained in these sites.

Communications

By using the Service, you consent to receiving certain electronic communications from Sendit as further described in our Privacy Policy. Please read our Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures or other communications that Sendit sends to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Notice

All notices to Sendit shall be in writing to either the mailing or e-mail address listed below and will be deemed given on the date received. Notices to you may be sent to the e-mail or mailing address supplied by you when you registered for an Account.

FullSenders, Inc.
1639 11th Street
Santa Monica, CA 90404

Email: support@getsendit.com

General provisions

Governing Law & Venue. These Terms of Service are governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. Notwithstanding the foregoing, the Arbitration Agreement above shall be governed by the Federal Arbitration Act. All claims arising out of or relating to this Agreement, to the Service, or to your relationship with Sendit that for whatever reason are not submitted to arbitration will be litigated exclusively in the federal or state courts of Los Angeles County, California. You and Sendit consent to the exercise of personal jurisdiction of courts in the State of California and waive any claim that such courts constitute an inconvenient forum.

Additional Terms. Additional terms and conditions may apply to specific features or your use of certain portions of the Service. These additional terms also are legally binding.

No Waiver. Any waiver of any provision of this Agreement will be effective only if in writing and signed by or on behalf of Sendit. No failure or delay by Sendit in exercising any right, power, or privilege under these Terms will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under these Terms. This provision will survive the termination of any and all of your transactions with Sendit.

Severability. Unless otherwise expressly provided herein, the invalidity or enforceability of any provision of these Terms will not affect the validity or enforcement of any other provision, all of which remain in full force and effect.

Headings. The headings in these Terms are for convenience only and have no legal or contractual effect.

Assignment. Sendit may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent.

Entire Agreement. This Agreement (which includes these Terms of Service, our Privacy Policy and any other Sendit terms that govern your use of Service), constitutes the entire agreement between you and Sendit.

Changes

We may revise and update these Terms from time to time, in our sole discretion. Notice of any material change will be posted on this page with an updated effective date. All changes are effective immediately upon posting by us and such changes shall apply to all access to and use of the Service thereafter; provided, however, that any changes to the dispute resolution provisions set out in Governing Law & Venue will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Service.

Your continued use of the Service following the posting of revised Terms means that you accept and agree to such changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

Contact us

If you have any questions about this Privacy Policy, please contact us by sending an email or letter to:

FullSenders, Inc.
1639 11th Street
Santa Monica, CA 90404

Email: support@getsendit.com