

Thank you for using Flipsnack

Last modified: May 29, 2019

We've updated our Terms of service and Privacy policy, to reflect changes to the European data protection laws (GDPR). If you signed up for an account prior to May 25, 2018, we'll ask you to agree to the new Terms of Service and Privacy Policy when you log in to Flipsnack. The updated terms will automatically come into effect for all existing users on May 25, 2018.

If you are creating a new account, the Terms below apply starting today.

You may stop using Flipsnack at any time. Your continued use of Flipsnack after reading the content of this page means that you agree to our terms of service.

This section summarizes and explains what changes were made, while also making it clearer for you what data we collect and how we use it.

These changes will not affect your experience using Flipsnack. You have control over the data that you share with us, you will not lose any of your flipbooks and you still own your content. We're just being more clear about how we collect data, how we use it and we provide specifications about how you can manage or remove it.

WHAT WE COLLECT, HOW AND WHY

For every account we collect the user's name, email address, country, occupation, login dates, transaction details and IPs. Your password is encrypted, for data protection, so it cannot be copied or stolen. We need this information to set up unique user accounts, to be able to get in touch with you and to send you personalised messages. You can always ask us to modify your email address and you can reset your password at any time.

We also receive different kinds of information through the use of cookies like where you click, what device you're using and what pages you view. We use this data for research, which helps us identify service issues, optimize our services and create a better platform for our users. Read more about that [here](#).

If at any time you wish to have your personal data removed from our service, you must permanently delete your account, but remember: by deleting your account you will lose all the content created/ uploaded in your account. We consider your active account as a consent for us to collect, process and store your data.

For obvious reasons, we keep track of transactions. We need to know what users paid for our premium services so that we can deliver them. We do not store card details or process payments. Even if you decide to delete your account we will still need to retain transaction details for accounting and statistical purposes. Every other information that is associated directly with your account will be permanently removed.

WHAT ELSE YOU NEED TO KNOW

We never sell your data.

Processors

We share some of your data with various processors, including Google Adwords, Analytics, Intercom, Mailgun and Hotjar. Whenever you delete your account we will initiate a process that will remove your data from all these processors, if possible.

Disclaimer: In some cases it is physically impossible to distinctly identify specific users, when data is used collectively for research and statistical purposes.

Data portability

If, at any time, you desire to get a file containing all the data that we have collected over time in regard to your account, let us know. You will need to allow us 30 days to process and honour your request. We will compile an archive for you containing login dates, IPs, transactions list, invoices as well as account information: screenname, profile name, email, account ID, first and last name, company and address (if known).

OTHER UPDATES FOR EUROPEAN CITIZENS

Modifications in the Terms of service. Where we modify the Services or we modify these Terms, we will tell you a reasonable amount of time in advance of any modifications.

Indemnity for Non-Personal Use. The new Terms of service is more specific in regards with people who are using our service on behalf of another company.

Disputes. European Union citizens can access the online dispute resolution platform provided by the European Commission

Provisions about billing and auto-renewal. Our terms are more clear about billing, auto-renewal and reimbursements.

TERMS OF SERVICE

These "Terms of Service" set forth the terms and conditions that apply to your use of Flipsnack.com. By using Flipsnack (other than to read this page for the first time), you agree to comply with all of the Terms of service set forth herein. The right to use Flipsnack is personal to you and is not transferable to any other person or entity.

BY CREATING A FLIPSNACK ACCOUNT AND/OR USING THE SERVICES, YOU ARE CONSENTING TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT USE OUR SERVICES.

USE OF SITES AND/OR SERVICE

Overview

Flipsnack and the services provided ("Service") are maintained and operated by Smartketer, LLC ("us", "we", "our", "the Company"). In the context of this agreement, "Flipsnack", shall mean Smartketer LLC and the Flipsnack website.

If you breach any of the Terms in these Terms of Service ("Terms"), your authorization to use Flipsnack automatically terminates.

We may revise these Terms of Service at any time and you agree to be bound by the revised Terms. Any modification will become effective when it is first posted to Flipsnack. Where we modify the Services or we modify these Terms, we will tell you a reasonable amount of time in advance of any modifications that will disadvantage our users or limit the access or usage of Service. Your continued use of the Services after the effective date of any such modifications means that you agree to the Service or the Terms as modified. For modifications to the Terms or to the Service that we need to make to meet security, safety, legal or regulatory requirements, we may not be able to notify you in advance but

we will let you know as soon as possible.

You may stop using the Service at any time. Your continued use of Flipsnack after the effective date of any modifications to the Terms or the means that you agree to the Terms as modified. We may notify you by either posting a new version of this Term of Service, notifying visitors on flipsnack.com that a new version has been posted, or by e-mail to the last known address on file. You can send e-mail with any questions related to these Terms of service to Flipsnack.com support.

Under this agreement, "Services" shall mean any of the Internet based or other services offered by the Company, including, but not limited to, those listed at the bottom of this Agreement, whether through a website owned or controlled by the Company, through a social networking system, a mobile application, on your cell phone or otherwise. "User Contributed Content" shall mean each and every item of content or other material (whether images, links, documents, text, writings, photographs, graphics, videos, greeting cards, "Skins", "Sketches", or files) uploaded by a user through the Service or otherwise integrated into the Service by a user. "User Created Art" shall mean any intellectual property created by a user as part of his or her use of the Service.

Use of the Site – What Flipsnack Provides

The Company grants to you a non-exclusive, non-transferable, revocable limited license to use the Service and related software and to display the results of such Service. You agree not to copy or distribute the content of the Service except as specifically allowed in these Terms. You also agree that you have no right to access, view or alter any source code or object code of the Company.

The Company grants you a limited revocable license to post a copy of your User Created Content, on your own personal web site or on a third party web site that complies with all applicable laws and these Terms of Service.

Finally, the Company reserves the right to discontinue the Service or to change the content of the Service in any way and at any time, with or without notice to you, without liability.

Use of the Site – Your Obligations

You represent and agree that:

- You are able to enter into this agreement. You have the right, authority, and capacity to enter into the agreement represented by these Terms and to abide by all of the terms and conditions of these Terms;
- the Flipsnack service requires all persons to be at least 13 years old before they create an account. If you are between age 13 and the age of majority where you reside, your legal guardian must review and agree to the terms of service. Creating an account using false information is a violation of our terms.
- you will be bound by any additional rules or policies published within or with respect to any application ("app"), forum, contest, or game provided in the Service;
- except as expressly permitted, you will not copy, redistribute, publish or otherwise exploit material from the Service without the express prior written permission of the Company;

- any User Created Art is your original work and your contribution to the User Created Art does not violate any third party's privacy rights, publicity rights, copyrights;
- or other intellectual property rights. You agree to pay all royalties, fees, and any other amounts with respect to your contribution to User Created Art;
- you have the right to display each and every item of User Contributed Content which you have released through the Service, including the right to display all copyrights, trademarks, trade names and similar intellectual property;
- you do not rely on the Company to monitor or edit the Service;
- the Service may contain content which you find offensive and you waive any objections you might have with respect to viewing such content.

Account Information. You must ensure that your account information (the information you provided when you registered for Flipsnack) remains current, complete, accurate and truthful. All Flipsnack accounts are non-transferable, and any rights to them terminate upon the account holder's death. You can change or correct your account information at any time by logging into your Flipsnack account.

You are responsible for all activity that happens on or through your account. To protect your account, keep your password confidential. Do not reuse your account password with other services. Without prejudice to your statutory rights, if you forget your password and otherwise cannot validate your account to Flipsnack, you acknowledge and agree that your account may be inaccessible to you and that all data associated with the account may not be retrievable.

INTELLECTUAL PROPERTY RIGHTS

Your rights

You retain full ownership to your content ("User Content"). By "User Content" we understand both, the stuff you upload on Flipsnack ("User Contributed Content") and the content you generated/published on Flipsnack ("User Created Content"). Flipsnack does NOT claim ANY ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials ("User Content") that you post on Flipsnack. We do, however, need you to grant us certain rights in the "User Content", so that we can incorporate such "User Content" in our services. Without such rights, we may be violating copyright and other laws by storing, posting, backing up and allowing the download of User Content on or through Flipsnack. By displaying or publishing any content on or through the Flipsnack, you hereby grant to Flipsnack a non-exclusive, fully paid and royalty-free, worldwide, limited license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate such content, including without limitation distributing part or all of the Site in any media formats through any media channels, except content not shared publicly ("private") which will not be distributed outside Flipsnack.

Copyrights.

The materials found on the Site are protected by United States and other copyright laws, except for works of the United States Government pursuant to 1 U.S.C. Section 105. The selection, arrangement and presentation of all materials (including information in the public domain), and the overall design of the site is copyright © 2018, Smartketer LLC. Permission

is granted to view and print materials from Flipsnack site for the non-commercial purpose of viewing, reading and retaining for reference. Any other copying, distribution, retransmission or modification of information or materials on this site, whether in electronic or hard copy form, without the express prior written permission of Smartketer LLC, is strictly prohibited.

Flipsnack Rights

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Flipsnack.com is a trademark/service mark that identifies Flipsnack and the services provided by it. Such marks may not be used under any circumstances without the prior written authorization of Smartketer LLC.

You do not acquire any ownership rights by using the Service, downloading material from or uploading material to the Service, or by purchasing any virtual goods or virtual currency. Further, you agree not to copy, redistribute, publish or otherwise exploit material from the Service, except as expressly permitted herein, without the express prior written permission of the Company.

USER SUBMISSIONS, SITE SECURITY AND CONDUCT

Any Material you post publicly to Flipsnack will be accessible to all users of the site ("Users"). We have incorporated all reasonable and commercially available measures to protect the site from unauthorized access. Any unauthorized commercial use of the Service is expressly prohibited. You agree to comply with all applicable local, state, national, and international laws and regulations and are solely responsible for all acts or omissions that occur under your user ID or password, including the content of the materials you post on Flipsnack. You must protect the confidentiality of your password, and you should change your password periodically. You are also responsible for the acts or omissions of any individual to whom you grant access—either intentionally or unintentionally—by sharing your user ID or password. Further, you agree not to:

- upload, post or otherwise transmit any content that is adult in nature, such as any nudity in a sexual context, any content revealing exposed genitalia, or any content with adult themes;
- harm minors in any way;
- upload, post or otherwise transmit any material that promotes hatred towards groups based on race or ethnic origin, religion, disability, gender, age, and sexual orientation/gender identity;
- upload, post or otherwise transmit any material that defames, abuses, harasses, stalks, threatens or otherwise violates the legal rights (such as rights of privacy and publicity) of others;
- upload, post or otherwise transmit any material that constitutes a direct threat of violence against any person or group of people;

- impersonate another person or entity, including, but not limited to, a Member or Flipsnack official, to falsely state or otherwise misrepresent your affiliation with a person or entity;
- upload files for the sole purpose of having them hosted by us and for use outside of a web site created using the Service;
- promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, without limitation, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices; harvest or otherwise collect information about others, including e-mail addresses, without their consent;
- use the Service in connection with chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- create a false identity or forged e-mail address or header, or otherwise attempt to mislead others as to the identity of the sender or the origin of the message;
- transmit through the Service any materials that are unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material of any kind or nature;
- transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright, or right of publicity;
- transmit any material that contains viruses, Trojan horses, worms, trap doors, back doors, Easter eggs, time bombs, cancelbots, netbots, or any other harmful or deleterious programs or scripts;
- violate any U.S. law regarding the transmission of technical data or software exported from the United States through the Service;
- interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks;
- attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means;
- interfere with another User's use and enjoyment of the Service.
- Flipsnack reserves the right to terminate any account or user who has violated any of the above prohibitions.

NOTIFICATION OF CLAIMS OF INFRINGEMENT

You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is our policy to respond to clear notices of alleged copyright infringement that comply with the Digital Millennium Copyright

Act ("DMCA"). In addition, we will promptly terminate without notice the accounts of those determined by us to be repeat infringers.

If you are a copyright owner and you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please follow our [Notice and Procedure for Making Claims of Copyright Infringement](#).

NEWSLETTERS, DISCUSSION GROUPS, DISCLAIMER OF LIABILITY

Notices

Flipsnack may provide you with notices, including service announcements and notices regarding changes to these Terms, by email, in-app message, notifications on the website, or other reasonable means now known or hereafter developed. You consent to receive these notices by any and all of the foregoing means. You may not receive notices if you violate the Terms by accessing the Services in an unauthorized manner, and you will be deemed to have received any and all notices that would have been delivered had you accessed the Services in an authorized manner.

Newsletters

You may subscribe to our newsletter once you create an account. You can opt-out at any time from any email newsletter that you receive by clicking the Unsubscribe link. We will not send you any spam or off-topic emails. Most of our emails consist of product updates, new product info, notifications and special offers.

Discussion Groups

The Service may invite you to chat or participate in online forums, message boards or blogs and other functionality. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute or broadcast User Contributed Content to the Company and/or to or via the Service, including, without limitation, text, writings, photographs, graphics, comments, suggestions or personally identifiable information or other material (collectively "User Content"). Any material you transmit to the Company or otherwise through the Service will be treated as non-confidential and non-proprietary. All comments, feedback, suggestions, ideas, forum posts and other submissions ("Ideas") disclosed, submitted, or offered to the Company in connection with the use of the Service or otherwise and any chat, blog, message board, online forum, text, email or other communication with the Company ("User Emails") shall be the exclusive property of the Company. You agree that unless otherwise prohibited by law, the Company may use, sell, exploit and disclose the Ideas and/or the User Emails in any manner, without restriction and without compensation to you. For example, we may use User Content in a number of different ways, including displaying it on the Internet, reformatting it, incorporating it into other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms.

We do not control the Communications, information, or files delivered to discussion groups on Flipsnack and on other platforms. You understand and agree that we have no obligation to monitor the Site or the use of its Service. We may monitor or review some areas on the Site where you transmit or post materials as may be required for maintenance and upkeep. By transmitting any public communication to our Site, you grant us an irrevocable, non-

exclusive, worldwide, perpetual, unrestricted, royalty-free license (with the right to sublicense) to use, re-use, reproduce, distribute, translate, publish, publicly display, publicly perform, modify, adapt, amend, edit, create derivative works from, incorporate into one or more compilations and reproduce and distribute such compilations, and otherwise exploit such communications, in all media now known or later developed. You warrant that you have the right to grant these rights to us. You also acknowledge and agree that any communications made to or by means of any forum on the Site are public. You acknowledge and agree that you have no expectation of privacy in any public communication, and no confidential, fiduciary, contractually implied or other relationship is created between you and us by your act of transmitting a public communication to Flipsnack. Furthermore, the Company is in no way responsible for the accuracy, integrity, completeness, quality, legality, usefulness, safety, and IP rights of any forum posts, commentary, ratings or compliments made by one user about other users or groups of users, and has no responsibility to offer other users an equivalent opportunity to respond.

WE DISCLAIM ANY LIABILITY RELATED TO THE CONTENT OF ANY SUCH MATERIALS, WHETHER OR NOT ARISING UNDER THE LAWS OF COPYRIGHT, LIBEL, PRIVACY, OBSCENITY, OR OTHERWISE. YOU ACKNOWLEDGE THAT IT IS OUR POLICY TO COOPERATE WITH LAW ENFORCEMENT AGENCIES INVESTIGATING ILLEGAL OR IMPROPER ACTIVITIES RELATING TO THE SITES OR THIS SERVICE AND THAT WE RESERVE THE RIGHT AT ALL TIMES TO EDIT, REFUSE TO POST, OR TO REMOVE ANY MATERIALS, IN WHOLE OR IN PART, THAT IN OUR SOLE DISCRETION, ARE OBJECTIONABLE OR IN VIOLATION OF THESE TERMS.

MEMBERS AND SUBSCRIPTIONS

Flipsnack subscription fees are expressed in US dollars. Subscriptions will expire on specific dates that are shown in each user's account.

The Company may charge fees for the right to use the premium version of the service, or may distribute premium memberships without charge, in its sole discretion. Regardless of terminology used, Flipsnack memberships are not redeemable for any sum of money or monetary value from the Company at any time. You agree that the Company has the absolute right to manage, regulate, control, modify and/or eliminate such subscriptions as it sees fit in its sole discretion, in any general or specific case, and that the Company will have no liability to you based on its exercise of such right.

The purchase price of subscriptions is expected to change over time.

Auto-Renewal. We use auto-renewal for all of our subscriptions. At the expiration of each subscription term, we will automatically renew your subscription and charge the credit card or other payment method you have provided to us, unless you cancel your subscription at least 48 hours before the end of the current period. Unless otherwise stated in our Terms of service, your subscription will be automatically renewed at the same price, excluding promotional and discount pricing.

You agree and acknowledge that the Company may charge a fee in connection with any sale or exchange transaction, or deny any sell, buy or trade order individually or with respect to general volume or price limitations set by the Company for any reason or for no

reason at all. The Company may also discontinue any features in whole or in part at any time and for any reason.

Limited Rights

1. Nothing in the Terms affects any legal rights that you are entitled to as a consumer under the EU law which cannot be contractually altered or waived. If you reside in a European Union country, nothing in these Terms affects your right to rely on any applicable mandatory local law or choice of jurisdiction provision, that cannot be varied by contract. The European Commission provides for an online dispute resolution platform, which you can access [here](#).
2. Other than a limited, personal, revocable, non-transferable, non-sublicenseable license to use the Premium Service, you have no right or title in or to any Virtual Goods appearing or originating in the Service, or any other attributes associated with use of the Service or stored within the Service.
3. The Company has the absolute right to manage, regulate, control, modify and/or eliminate such Virtual Goods as it sees fit in its sole discretion, and the Company shall have no liability to you or anyone for the exercise of such rights.
4. You acknowledge that if the Company believes that any items in your account were received in connection with any fraud or other unfair dealing, or if the Company decides for any reason or no reason at all that it is in the best interests of the Company, the Company may delete items from your account.

All Sales Final

You agree that all sales of Virtual Goods by the Company are final, as are all sales or exchanges of Virtual Goods with other users through the Service. No refunds will be given, except in the Company's sole and absolute discretion. All Virtual Goods will be forfeited if your account is terminated or suspended for any reason, in the Company's sole and absolute discretion, or if the Company discontinues providing the Service.

REFUND POLICY

Flipsnack has a free version of the application which can be used to test the functionality and assess the value of our product, before the acquisition of a premium license. This is why Flipsnack does not generally offer refunds, except for rare occasions and in the company's sole and absolute discretion. Once a refund is issued, you can't have access to any of the premium options. To request a refund contact our customer support team. We will consider and review your refund request within seven days of the date of submission.

DELIVERABLES

All widgets, embed codes, files, data files, images and other final published files/deliverables are owned by you (the end-user) AS IS, meaning that after receiving/getting the code from our Services the end user is not allowed to change or modify anything inside the deliverable. He can use it only as it is provided by the Services. Exceptions can be made for html/embed code that can be edited to comply with your site, but we do not support this action. The SWF files downloadable from our Services are protected against further decompiling and unauthorized use, also an invisible signature text

is inserted in each one of the deliverable SWFs to make sure that no one will try to use part of this code without our permission. This text is only visible to decompilers, debuggers and some search engines, but not visible in the widget itself when played with FlashPlayer. To make sure that these texts are not picked up by any search engine, always use a JavaScript method to insert the SWF in your sites. Also, always make sure that the page where a SWF object is embedded has a meta-description, or at least a regular html text, other search engines may believe that your description text is our signature text, being the only text that actually exists on that page.

BUGS AND ISSUES

The Services licensed under Flipsnack network sites are tested over and over by our QA team; however it may not function correctly, it may have functional, conceptual and/or documentation bugs and issues. In these case, Flipsnack (Smartketer LLC) will try to fix the bugs, issues and errors found and will supply the buyer with working updates. The free versions of the Service is designed especially to let prospective buyers test the software before they make a purchase, this is why a bug found in Flipsnack software will not lead to a refund.

SYSTEM AND NETWORK SECURITY

Violations of system or network security are prohibited, and may result in criminal and civil liability. We will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. You must take reasonable security precautions in light of your use of the Service. You are solely responsible for any breaches of security affecting the servers under your control.

SERVICE RELIABILITY

We are using third party redundant Amazon AWS cloud services, which are currently the most reliable on the planet. All widgets are hosted on Amazon S3. In addition to this, we are also using dedicated server solutions from SoftLayer. Flipsnack cannot be held liable for any faults, failures, errors, or issues, including permanent data loss due to third party server issues.

LINKS TO OTHER WEBSITES

Flipsnack may contain links and pointers to other websites that are maintained by third parties. Such links do not that we endorse these third-party sites or any materials they contain. Of course we do not control, and thus are not responsible for, the availability, accuracy, privacy policy, or currency of such third-party sites or any information, content, products or services accessible from such third-party sites. Smartketer LLC will have no liability to any entity for the content or use of the content available through such hyperlink.

DIGITAL SALES

SELLER TERMS

Flipsnack allows publishers to sell publications through our platform through the digital sales service.

Publishers who use Flipsnack to sell their content agree to be bound by all policies included in this terms of service. If the Publisher is an organization, the individual person who accepts these terms of service for the entity represents and warrants that he or she is entitled to enter this agreement as an authorized representative of the Publisher and thus he or she binds the publisher to the terms of this agreement.

The Digital sales program might change over time and the terms of service will change accordingly. We reserve the right to change the terms of service at any time and give you notice of the changes by publishing new terms with a revision date or by sending an email to the email address then registered for your publisher account.

You must have an active, confirmed Flipsnack account in order to start selling through our service. You must also be at least 18 years old or the age of majority in your jurisdiction, and able to form a legally binding contract.

You must ensure that all the information you provide for the digital sales program such as your name, email is accurate. You must also keep these details updated for as long as you use the digital sales service. You are not allowed to impersonate any other person or entity or use a username that you are not authorised to use.

Content requirements.

You are responsible for providing, at your own expense, each publication that you desire to sell through our service. The contents of your publications must comply with all policies listed in this terms of service agreement, including those listed in the User Submission, Site Security and Conduct section. By publishing content on Flipsnack you affirm, represent and warrant that you have all the rights, licenses or permissions to publish and sell through Flipsnack. We are entitled to determine what content we accept for the digital sales program in our sole discretion. You must agree to offer at least 2 pages (front cover and back cover) as free preview, available on the Flipsnack platform for any website visitor.

Withdrawals. You may withdraw your publications from the selling program by deleting them at any time. However, this will not affect any of the orders that have already been completed through our service. The withdrawal of your publication from the selling program will not consequently result in the removal of sold issues from your customers' accounts. The withdrawal will apply prospectively only.

Editing. In case of unintentional errors or formatting issues, you may edit and re-upload digital publications for selling. Any change that you make will be applied immediately and without notice to all the publications that have been purchased prior to the date of editing. If you do not wish buyers to receive an update you may upload the update as a separate file for selling.

Seller protection/ DRM. Flipsnack protects all digital publications sold through our platform from being passed around, copied, duplicated or viewed by people who didn't pay for them. Every buyer must sign up for a Flipsnack account before they can purchase an issue, and they can only purchase viewing permission.

Selling prices. You have sole and complete discretion to set the retail customer price at which your digital publications are sold through Flipsnack's Digital Sales program. You have the right to change the price of your publications at any time. You agree that Flipsnack shall

have no responsibility for billing your customers. We shall have no liability to you or your buyers for billing errors or failure to bill for any publications sold through our platform.

Fees and taxes. Sales made through Flipsnack's digital sales program will incur a payment processing fee applied by the third party billing provider. If the customer is located in a jurisdiction for which sales tax, value added tax or other tax is required to be applied on such purchase according to the law, you are responsible for adding the appropriate amount of tax to the price that you set for the paid purchase. You are also responsible for all other taxes, including taxes on your net income.

Currencies. You must set the price using US dollars. However, buyers can pay using other currencies accepted by our payments processor Stripe. The exact price the buyer will pay is calculated at the exchange rate Stripe uses at that particular time.

Billing and payments. Flipsnack uses a 3rd party payment processor and billing provider (also called Stripe or Payment processor) to handle the payment flow. For this purpose, you will be required to also create a Stripe account and connect it to the Flipsnack Payment processor account, in order to send and receive money. You must authorize Flipsnack to charge customers fees for the digital goods they purchase from you, on your behalf. The billing information of your customer will be stored on your Stripe account and on ours as well. However, no confidential card information will be made available to Flipsnack or to you.

Each buying transaction happens in 2 steps:

- (1) The buyer makes a purchase on Flipsnack through our account on the payment processor
- (2) Stripe processes the order and sends appropriate amounts to your seller account, after deducting its own fee for the transaction.

Refunds. You are responsible for handling all the refund, exchanges and similar requests initiated by your customers. You shall determine the appropriate resolution for each request. You shall not receive any proceeds for orders for which refunds are issued.

Magazine subscriptions. It is your responsibility as a magazine seller to provide all the pre-paid issues from a pre-paid subscription, in a timely manner, as described in your subscription offer.

3RD PARTY PAYMENT PROCESSOR AGREEMENT

Payment processing services for sellers on Flipsnack are provided by Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement"). By agreeing to these terms or continuing to operate as a seller on Flipsnack, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Flipsnack enabling payment processing services through Stripe, you agree to provide Flipsnack accurate and complete information about you and your business, and you authorize Flipsnack to share it and transaction information related to your use of the payment processing services provided by Stripe.

CUSTOMER TERMS

If you are a customer of the Digital Sales program (i.e., a reader who purchases access to a third party publisher's publication via Flipsnack), you agree

- (a) to comply with the publisher's terms regarding access to and use of such publication;
- (b) to not make any claim against Flipsnack or hold Flipsnack liable in any way for your access and use of, or inability to access and use, such publication.

You are responsible of addressing all of your complaints, refund requests and other similar requests to your seller. The only complaints we will take into consideration are potential fraudulent transactions or copyright infringement. All else must be resolved between you and the seller. We will not entertain matters where you (the buyer) are just disappointed with your purchase.

REPRESENTATIONS & WARRANTIES - DISCLAIMER OF WARRANTIES

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