

Sprift Incorporated Terms of Service

Welcome to Sprift! We love having you here and are stoked to support your style journey. What follows are some ground rules all Sprift users must agree to.

We want these terms to be easy to understand, so we added some simple summaries throughout.

Disclaimer: The summaries are not a part of the Terms. They are simply a user-friendly reference to the legal language of our Terms.

If you have any questions about these Terms, please reach out by contacting us [here](#). For information about how we collect, use, share and otherwise process information about you, please see our [Privacy Notice](#).

1. What is Sprift?

Intro. You are entering into these Terms of Service (the "**Terms**") with Sprift Incorporated. ("**Sprift**", "**we**", "**us**" or "**our**").

The Sprift services, including the website located at www.Sprift.com and the Sprift mobile apps (collectively, the "**Services**") provide a platform where users can offer, sell, buy, and discover products ("**Products**"). Users who purchase Products are called "**Buyers**," and users who sell Products are called "**Sellers**." When using the Services, Buyers and Sellers enter into a contract for the sale and purchase of Products directly between themselves, and Sprift is not a party to such sale or purchase.

2. Accepting the Terms of Service

Agreement. These Terms are a legally binding contract between you and Sprift and apply to your use of all Services. By creating an account or by using our Services in any manner, you agree to these Terms. In addition, when using certain parts of the Services, you may be subject to additional applicable terms, policies or guidelines that may be posted on the Services from time to time. All such terms, policies and guidelines are incorporated by reference into these Terms. Please read all such terms, policies and guidelines carefully.

Buying, selling, or just browsing is how you agree to be bound by these Terms. You can only use Sprift if you agree to these Terms. These Terms protect Sprift from legal risk but also provide protection for you and set out ground rules that help Sprift stay a safe and friendly place.

IF YOU DO NOT AGREE TO THESE TERMS IN THEIR ENTIRETY, DO NOT USE OUR SERVICES.

Arbitration Notice. **PLEASE READ THE MANDATORY ARBITRATION PROVISION (TO THE EXTENT LEGALLY ALLOWED IN YOUR JURISDICTION) IN [SECTION 20](#), WHICH REQUIRES THAT DISPUTES BE RESOLVED BY FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS, NOT A CLASS-WIDE OR CONSOLIDATED BASIS. IF YOU DO NOT WISH TO BE SUBJECT TO ARBITRATION, YOU MAY OPT OUT OF THE ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS PROVIDED IN [SECTION 20](#).**

This is a heads up that these Terms have a provision where you agree to resolve all disputes with Sprift through binding individual arbitration, which means that you waive any right to have those disputes decided by a judge or jury, and that you waive your right to participate in class actions, class arbitrations, or representative actions.

3. Who Can Use Sprift?

Minimum Age. You must be at least 16 years of age to use our Services. If you are under 18 years of age (or the age of legal majority where you live), you may use our Services only under the supervision of a legal guardian who agrees to be bound by these Terms. If you are a legal guardian of a user under the age of 18 (or the age of legal majority), you agree to be fully responsible for the acts or omissions of such user in relation to our Services.

You cannot use Sprift if you're under 16 (or older in some countries). If you're under 18 — your parent or legal guardian is responsible for your actions on Sprift and is legally bound by these Terms.

Use on Behalf of Another. If you use our Services on behalf of another person or entity, (a) all references to "you" throughout these Terms will include that person or entity, (b) you represent that you are authorized to accept these Terms on that person's or entity's behalf, and (c) in the event you or the person or entity violates these Terms, the person or entity agrees to be responsible to us.

Users Outside of the US. If you are using the Services from a country embargoed by the US or are on the US Treasury Department's list of "Specially Designated Nationals," you agree that you will not engage in financial transactions or conduct any commercial activities through the Services.

You cannot use Sprift if you or your country are prohibited from doing business with the US.

4. Accounts and Account Security

You may need to register for an account to access our Services. You must provide accurate account information and update your information if it changes. You must also maintain the security of your account and notify us if you discover or suspect that someone has accessed your account without your permission. Where you have provided your phone number or email address during or after the registration process, you agree for us to send you security codes by text message or email to verify your identity as a registered user. We reserve the right to suspend or terminate your Sprift account and your account(s) with any of Sprift's affiliates, for any reason at our discretion, including for breach of these Terms, failure to provide certain information or verify your identity when prompted, or if any information provided during the registration process or thereafter proves to be inaccurate, not current, or incomplete. If you permit others to use your account credentials, you are responsible for the activities of such users. We reserve the right to reclaim usernames, including on behalf of businesses or individuals that hold legal claims in those usernames.

You agree that your account is not transferable and that in the event of your death, incapacity, or unavailability, we may terminate any rights to your account or User Content (defined below).

It is important that the information associated with your Sprift account is accurate. If you ever forget your password, are victim to a cyberattack, or have any other issues with your account — updated account information helps us recover accounts and contact you. We also ask you to help us fight bad actors by letting us know of suspicious activity.

5. Additional Terms and Modifications

We may change or update these Terms from time to time. We will notify you of material changes. We reserve the right to determine the form and means of providing notification to you and you agree to receive legal notices electronically. Changes will be effective upon the posting of the changes unless otherwise specified. Your use of the Services following the changes constitutes your acceptance of the updated Terms. If you do not agree to the updated Terms, you must stop using our Services.

As Sprift grows and evolves, we might have to make changes to these Terms. When we make major changes, we will let you know. If you do not agree to the new Terms, please stop using Sprift.

6. Services Generally

License to You. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, and revocable license to access and use our Services for your own personal use.

Inherent Risk. You assume certain risks in using a service such as Sprift. Sprift is not involved with, nor provides a warranty for, any transaction between Buyers and Sellers, does not have or take title to any Products, and does not warrant that a Buyer or Seller will actually complete a transaction or return an item. You as a Buyer and/or Seller assume, agree, and understand you bear all of the risks in selling or purchasing Products on the Services.

Unfortunately, we cannot control all user conduct on a platform like Sprift. We take all issues seriously, but you still might run into bad things before we have a chance to address them.

Off-Site Activity. For your safety, we discourage off-site transactions and the sharing of contact information, including email addresses and phone numbers, prior to completing a transaction through the Services. Initiating conversations regarding a Product purchase outside of the Services, completing purchases outside of the Services, and soliciting users to Sprift competitors or attempting to circumvent Sprift fees by completing transactions initiated on Sprift off-site, are considered off-site activities. If you choose to engage in off-site activities, Sprift makes no representations or warranties of any kind, express or implied, about the reliability, accuracy, suitability, safety, or authenticity of communications or transactions performed off-site or the individuals involved in such transactions. All off-site activity is strictly at your own risk. Moreover, transactions conducted outside of the Services are not eligible for any protection provided by Sprift or Sprift Purchase Protection (defined below). Sprift reserves the right to suspend or terminate your access to the Services for any reason in accordance with these Terms, including in the event of any off-site activity, as determined solely by Sprift.

For more information about off-site activity go [here](#).

7. Seller Terms

When you sell Products through the Services, you are considered a Seller and you agree to the terms in the following provisions.

Product Listings. To sell a Product through the Services, Sellers must publish pictures and information about the Products ("Product Listing"). To list a Product for sale on Sprift, Sellers must first connect a verified PayPal account to their Sprift account, unless otherwise permitted by Sprift. Thereafter, Sprift may offer Sellers the option to choose which third-party payment processor (a "Payment Processor") to accept payments through. For more information on Payment Processors see [Section 14](#).

[This section describes how to list a product on Sprift. You can find helpful tips on how to list a product here.](#)

As a Seller, you agree that: (a) you are solely responsible for the accuracy and content of any Product Listing, including its lawfulness; (b) you have all rights necessary to sell your Products; (c) you will not list or sell any counterfeit Products; (d) we cannot guarantee exact Product Listing durations; (e) we may modify Product Listings at our sole discretion; (f) you authorize us to offer your Product Listing for sale in any such manner as we deem appropriate, including by making your Product Listing available on other platforms, websites and/or mobile applications, including those operated by us or our affiliates; (g) we reserve the right to delete any Product Listings for any reason upon notice to you; (h) a Product Listing is not guaranteed to appear or not appear in any particular search and browse results; and (i) you are responsible for complying with all laws and regulations applicable to the sale of your Products and you will promptly assist Sprift in its compliance with applicable laws and regulations, as requested by Sprift.

[We ask sellers to be responsible for their items, follow the law, and not mislead buyers.](#)

[Unfortunately, issues with listings come up, so we need to be able to remove problematic listings. We do our best to market items sold on Sprift and to ensure search results turn up what buyers want to see, but we cannot guarantee specific advertising or search result placement to our users.](#)

The Services may include functionality for suggesting more effective selling, such as discounting Products and Product price suggestions, but Sellers have sole discretion to set prices.

Offer and Acceptance. Buyers can buy Products from you immediately at the listed price.

You cannot accept further offers on Products sold through the "Purchase" option.

Alternatively, Buyers can negotiate the price of a Product with you. We will notify you if a potential Buyer makes an offer on your Product Listings. If you receive an offer, you can accept, counter, or decline that offer. Non-binding offers are offers made through PayPal guest checkout. Binding offers are all other offers. If you accept a binding offer, you enter into a legally binding contract with the applicable Buyer, pursuant to which the Buyer is obligated to purchase the Product and you agree to ship the Product (as it is described in the Product Listing) to such Buyer for the price that you accepted. If you accept a non-binding offer, the Buyer must initiate fund transmission to you. Once funds transmission is initiated, you enter into a legally binding contract with the applicable Buyer to ship the Product (as it is described in the Product Listing) to such Buyer for the price that you accepted. If you counter or decline an offer, we will notify the Buyer.

For a summary of the offer and purchase process, including details about what makes offers binding, please visit the [Selling and Buying sections](#) in our Help Center.

Seller Commission and Payment Processing Fees. Sellers must pay Sprift a commission on the total transaction amount received by a Seller (including VAT, if any, and any applicable shipping costs) in respect of any sale of a Product through the Services. Sprift also charges a payment processing fee for each transaction processed by its third-party Payment Processors. The fee amount will be assessed on the total transaction amount, including shipping and tax (if applicable). Sprift reserves the right to modify the payment processing fee at any time. The commission will be deducted from the amount paid by a Buyer to the Seller through the Payment Processor applicable to that transaction.

Commission rates are subject to change at our sole discretion, upon notice to you.

It is free to create an account on Sprift, but we do charge sellers a commission for providing a platform to sell on. Additionally, we charge payment processing fees. Click [here](#) for more information about the commission we charge, as well as information about fees associated with our Payment Processors.

Shipping. Eligible Sellers may use, and certain Sellers may be required to use, our "Sprift Labels" service to select a shipping rate, download a shipping label, and track their package; see [here](#) for more details and applicable terms. Sprift reserves the right to discontinue providing or require the use of Sprift Labels to any or all users at any time and for any reason. All Sellers must ship Products within seven (7) calendar days

(unless otherwise agreed to by the applicable Buyer) after a binding offer for a Product is accepted or after fund transfer is initiated by the Buyer for non-binding offers. If a Seller does not ship the Product within the provided timeline, the order will be automatically canceled, and the Buyer will be refunded to their original payment method and the Seller's account will not be credited for any canceled order. Sellers are responsible for the contents of their parcels and must comply with all terms and conditions of the applicable shipping carrier.

Seller Payouts and Refunds. Except as otherwise set forth herein, Seller's account will be credited with the amount equal to the purchase price, minus taxes, Sprift's commission, Sprift Labels costs (if applicable), and any applicable fees no later than three (3) calendar days after the tracking information indicates that the Product has been delivered to the Buyer. Notwithstanding anything to the contrary herein, Sprift may hold on crediting a Seller account for a period necessary for Sprift to determine that a Product has actually been delivered to resolve a Buyer-initiated claim, or if prescribed by applicable laws or regulations. Seller may redeem credited amounts through Sprift's permitted third-party Payment Processors.

Notwithstanding anything to the contrary herein, in the event Sprift determines that a shipment was not fulfilled (including if the tracking information provided appears to have been fraudulent; Sprift determines that the Product shipped is not as described on the Product Listing; the Product is unlawful, etc.), Seller is required to provide a full refund, including shipping fees, to the applicable Buyer. If Seller fails to timely refund the Buyer, Sprift may refund the Buyer on the Seller's behalf in which event if Seller is located in a jurisdiction that allows automatic debits, such Seller's account will be automatically debited by Sprift for the refund amount. Seller hereby agrees to such automatic debiting. If Seller is not eligible for automatic debits, Seller is required to promptly repay Sprift for this amount and a debt will be created for the amount that Seller owes Sprift for the refund. Whilst the debt remains outstanding, Sprift may suspend or terminate your access to the Services in accordance with these Terms. If you fail to repay any outstanding debt to Sprift, Sprift may pursue any legal action available to it against you, including retaining collection agencies.

If you sell through Sprift, you are responsible for shipping the products. Sellers must ship and provide tracking information within seven (7) days of when a buyer submits

payment, otherwise the order will be canceled, and the buyer refunded. Sprift will release the payment to you minus taxes, commission, and any other fees no later than three (3) calendar days after product has been delivered to the buyer, subject to certain exceptions. Details about when a buyer is obligated to purchase a product can be found in the [Selling and Buying sections in our Help Center](#). More info on shipping timelines can be found [here](#).

Seller Promotions. Sprift may grant certain Sellers the ability to choose to offer promotions specifically for their own shops and/or Product Listings through Seller-generated discounts on the listing price(s) by a percentage or an amount. Sellers may be able to discount a single Product Listing or multiple Product Listings at once. Discounted prices are public and will be displayed to all Buyers. Sprift may also grant certain Sellers the ability to offer a discounted price on Product Listings that is only sent to the users that have favorited a specific Product Listing. On occasion, Sprift may (in its sole discretion) aggregate Seller discounts and promote them through our Services, including via our websites, apps, and emails. When a Seller runs a promotion or discount, Seller is obligated to comply with all applicable laws and regulations (including consumer protection rules). Sellers may not use promotions to avoid fees.

[Sometimes sellers will be given the ability to offer discounts and promotions in their shops.](#)

Seller-Initiated Refunds. Sellers may choose to reimburse or refund a Buyer. If a Seller agrees to reimburse or refund payment to a Buyer, Seller must do so through their PayPal account for transactions completed through PayPal. For payments completed through means other than a Seller's PayPal account, Sprift will reimburse or refund the Buyer and then the Seller must reimburse Sprift. If Seller is located in a jurisdiction that allows automatic debits, such Seller's account will be automatically debited by Sprift for the reimbursement or refund amount. Seller hereby agrees to such automatic debiting. If Seller is not eligible for automatic debits, Seller is required to promptly repay Sprift for this amount and a debt will be created for the amount that Seller owes Sprift for the reimbursement or refund. Whilst the debt remains outstanding, Sprift may suspend or terminate your access to the Services in accordance with these Terms. If you fail to repay any outstanding debt to Sprift, Sprift may pursue any legal action available to it against you, including retaining collection agencies.

If a seller does not have an eligible account connected to their Sprift shop, we will process a refund on the seller's behalf. If we can't automatically debit a seller for the refund we issued, the seller must pay us back.

Buyer Data. You (as a Seller) and Sprift are independent controllers of Buyer data. As such, we each independently determine the purposes and means of processing Buyer data and therefore Sprift is not responsible for any Seller's use of Buyer data. Sellers must comply with applicable data protection laws with respect to a Seller's collection, use, and processing of Buyer data. If we are found to jointly control such Buyer data and we are held responsible in any way for its use by you, you agree to indemnify us.

8. Buyer Terms

When you buy Products through the Services, you are considered a Buyer and you agree to the terms in the following provisions.

Buyer Responsibilities. Prior to purchasing products from a Seller, you are advised to independently verify the applicable information and read any applicable Seller's sales, legal and privacy policies. Although we may choose in our sole discretion to intervene or attempt to resolve a dispute between you and other Sprift users, you agree that we have no obligation to do so and that all transactions are ultimately solely between you and the applicable Seller. Any agreement for and/or purchase of a Product is made solely between Buyer and Seller.

Purchase Conditions. You may submit an offer to buy Products included in a Product Listing through the Services. You hereby acknowledge and agree that: (a) you are solely responsible for reading the full Product Listing before offering a bid or commitment to buy and we do not guarantee the existence, quality, safety or legality of the Products advertised or the truth or accuracy of any Product Listing; (b) when you use the Services to commit to pay a certain amount of money to an applicable Seller for a Product included in an applicable Product Listing and you are notified through the Services that such Seller accepts such offer, you agree to purchase such Product; (c) we do not transfer legal ownership of Products from the Seller to the Buyer and have no responsibility or liability in connection therewith; and (d) we do not make any representations, warranties or guarantees as to whether an applicable Seller will choose to accept your offer, and we have no liability to you with respect to any such choice by any Seller.

Do not make offers or attempt to buy something if you do not intend to pay the agreed-upon price.

Binding Purchase. When a Seller accepts an offer for the purchase of a Product, the Buyer is obligated to pay for that Product. When you make an offer for a Product, YOU ARE COMMITTING TO PURCHASE THE PRODUCT; YOU ACKNOWLEDGE THAT PAYMENT FOR THE ACCEPTED OFFER PRICE BECOMES DUE AND PAYABLE AND YOUR PAYMENT METHOD ON FILE WILL BE AUTOMATICALLY CHARGED OR YOU WILL BE DIRECTED TO COMPLETE THE CHECKOUT PROCESS (AS APPLICABLE). You hereby acknowledge and agree that the total charge for any purchase in the amount of an accepted offer or counteroffer in connection with an applicable Product Listing may include shipping fees and state and local sales tax, the amount of which varies (e.g., due to factors including the type of item purchased and the delivery address).

For more information on payment options, go [here](#) and [here](#).

Product Listing Disclaimers. Any prices of Products included in any Product Listing are set by the applicable Seller and are subject to change. The colors of Products included in Product Listings may depend on the settings of your monitor or screen, and therefore the color of Products on your display may differ from the Products that you receive. Although we try to display updated Product Listings on the Services, the availability of goods on the Services may change at any time, without notice.

Sellers choose the price and description of their products. We do our best to encourage sellers to follow our listing guidelines, but not everyone follows them. Sometimes items get sold before listings get updated to meet our guidelines.

Shipping. Buyers are responsible for any shipping costs incurred with respect to their purchased Products. Sellers will initiate shipment of the applicable Products to the address of the Buyer (or their indicated recipient) within seven (7) calendar days (unless otherwise agreed to by the Buyer) after a Buyer pays for an accepted offer. If a Seller does not initiate shipment within seven (7) calendar days, the transaction will be automatically canceled, and the Buyer will be refunded to their original payment method for the canceled order.

Returns/Sprift Purchase Protection. All purchases are final, with no returns, refunds, cancellations, or retractions allowed, except where expressly allowed by Sellers, by us, or under applicable law. If the Product you receive is not as described on the Services,

then you may report the issue by contacting us [here](#) within three (3) calendar days after the tracking information indicates that the Product has been delivered to the Buyer and Sprift may offer a buyer protection program for eligible purchases ("Purchase Protection"). Sprift will determine in its sole discretion whether to (a) direct you to report your issue to the Seller; (b) request that you file a dispute with the applicable Payment Processor; and/or (c) refund the purchase after an investigation. Sprift may, in its sole discretion, require the Buyer to ship the Product to Sprift or the Seller. If Sprift approves a refund under Purchase Protection, Sprift will refund the Buyer the amount owed on the Seller's behalf.

[For more information on Sprift Purchase Protection go here.](#)

Promotions. Sprift may sometimes furnish an alphanumeric code that can be used for promotions or discounts for purchases through the Services. These promotional or discount codes may be sent via email to registered users, presented through our Services, or circulated at events or through other means and are subject to applicable promotional or discount terms.

9. User Content

User Content. Our Services may allow you and other users to create, post, tag, store and share content, including Product Listings, photos, comments, links, tagged content from User's social media, and other materials (collectively, "**User Content**"). Except for the license you grant below and as otherwise set forth herein, as between you and Sprift, you retain all rights in and to your User Content.

[If you post, link, or tag any content on the Sprift Services or social media, it still belongs to you.](#)

License to User Content. You grant Sprift and its corporate affiliates a perpetual, irrevocable, nonexclusive, royalty-free, worldwide, fully paid, and sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, and display your User Content and any name, username or likeness provided with your User Content in all media formats and channels, and for all purposes, including advertising, without attribution or compensation to you and to perform automated scanning of the User Content to improve targeted searching and advertising. You understand that your User Content and any associated information (such as your username or profile photo) may be visible to others, and that Product

Listings may be used by Sprift and/or Buyers of Products sold by you to relist such Products on the Services.

If you post content on Sprift, we can show it to other people (including through advertising), make it shareable, and use it in other ways to grow the business.

Right to Share Other's User Content. Occasionally, the Services will expressly allow you to "share," your User Content and User Content of other users, for personal, non-commercial use, such as through your social network account, blog, or email. When User Content is authorized for sharing, we will clearly identify the User Content that you are authorized to share and the ways you may do so, usually by providing a "share" button. We may revoke this authorization at any time. Additionally, if you share User Content, you must be able to edit or delete it, and you must edit or delete it promptly upon our request.

10. Feedback

You understand that we may use everything you post, submit, or otherwise communicate to us about Sprift or our Services (collectively, "**Feedback**") for any purpose, commercial or otherwise, without acknowledgement or compensation to you. You understand that Sprift may treat Feedback as non-confidential.

We can use your suggestions to improve and change our services.

11. Trademarks

The Sprift name (in any format), the Sprift "S", our logos, our product or service names, our slogans and the look and feel of the Services are trademarks of Sprift and may not be copied, imitated, or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned on the Services are the property of their respective owners. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, affiliation, sponsorship, or recommendation by us.

Please respect our trademarks and brands.

12. Prohibited Conduct

Conduct Prohibitions. You will not (and will not permit any third party to) violate any applicable law, contract, intellectual property right or other third-party right or commit a tort. You will not (and will not permit any third party to):

- Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- Use or attempt to use another user's account without authorization from that user and Sprift;
- Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Sell, resell or commercially use our Services, except as expressly permitted by us under these Terms;
- Copy, reproduce, distribute, publicly perform or publicly display all or portions of our Services, except as expressly permitted by us or our licensors;
- Modify our Services, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon our Services;
- Use our Services other than for their intended purpose and in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- Reverse engineer any aspect of our Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Services;
- Use any data mining, robots or similar data gathering or extraction methods designed to scrape or extract data from our Services;
- Develop or use any applications that interact with our Services without our prior written consent;
- Send, distribute or post spam, unsolicited or bulk commercial electronic communications, chain letters, or pyramid schemes;
- Bypass or ignore instructions contained in our robots.txt file; or
- Use our Services for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates these Terms.

Be nice; be respectful to others and Sprift, and be lawful as you use Sprift. Do not do anything you would not want someone to do to you or to your business. For our Code of Conduct go [here](#).

User Content Prohibitions. You may only post User Content that is non-confidential and that you have all necessary rights to disclose. You may not (and shall not permit any third party to) create, post, store or share any User Content that:

- Is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent;
- Would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;
- May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences;
- Impersonates, or misrepresents your affiliation with, any person or entity;
- Contains any unsolicited promotions, political campaigning, advertising or solicitations;
- Contains any private or personal information of a third party without such third party's documented consent;
- Contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; or
- In our sole judgment, is objectionable, restricts or inhibits any other person from using or enjoying our Services, or may expose Sprift or others to any harm or liability of any type.

Don't post porn, spam, or offensive or unlawful stuff.

Enforcement. Enforcement of this Section is at Sprift's sole discretion. In addition, this Section does not create any private right of action on the part of any third party or any reasonable expectation that the Services will not contain any content that is prohibited by such rules.

Sprift will choose when to act based on the above rules. Enforcement can come in many forms such as a warning, taking down content, suspension of an account, or canceling an account.

Parental Controls. Please note that parental control protections (such as computer hardware, software, or filtering services) may be commercially available to assist you in limiting access to material that is harmful to minors.

13. Third-Party Content

We may provide information about third-party products, services, activities, or events; or we may allow third parties to make their content and information available on or through the Services (collectively, "**Third-Party Content**"). We provide Third-Party Content as a service to those interested in such content. Your dealings or correspondence with third parties and your use of or interaction with any Third-Party Content are solely between you and the third party. Sprift does not control or endorse, and makes no representations or warranties regarding, any Third-Party Content, and your access to and use of such Third-Party Content is at your own risk and subject to the applicable terms and conditions of such third parties.

14. Payments and Billing

Payment Processors. Payments for transactions will be processed by third-party Payment Processors we have engaged for the Services, in accordance with their terms of service, and not by us. You hereby explicitly consent to our use of such third-party Payment Processors, the outsourcing of services to them, and the related transfer and processing of data. We reserve the right to add or change available Payment Processors from time to time. We will notify you of any new Payment Processors, and your continued use of any payment features upon receipt of such notice constitutes acceptance of such addition or change as well as your acceptance of the applicable Payment Processor's terms of service. We are not responsible for errors made by any Payment Processor.

[Sprift does not process your payment transactions. We hire reputable third parties to process payments for transactions facilitated by Sprift. Please read the terms of service of the applicable payment processor and comply with them.](#)

Taxes. As a Seller you are responsible and agree to collect, pay, report, and remit any and all local, state, provincial, federal, or international taxes (including VAT and sales tax) that may be due by you, and as a Buyer you agree to pay any and all local, state, federal, or international taxes (including sales taxes) that may be due by you. You agree that Sprift is not responsible for reporting, collection, or payment of any taxes on your

behalf except in jurisdictions where Sprift is required to collect or remit taxes. You agree to provide Sprift with all relevant tax information which Sprift may be required to provide to tax authorities or under applicable law and further authorize Sprift to release that information to such tax authority or other competent governmental body. Your account may be suspended for failure to provide Sprift with all relevant tax information.

You are responsible for paying your own taxes. We do however collect taxes that we are required by law to collect. If we need any information from you to file our taxes or as otherwise required by applicable law, you agree to give it to us.

Modifications; Holds; and Maintenance. To the extent permitted by applicable law, Sprift may (a) modify, update, suspend, or discontinue any aspect of a payment feature; (b) impose limits on certain features and services; or (c) restrict your access to or use of parts or all of the payment features, in each case at any time and without liability or other obligation to you. Further, we may at times recommend that a Payment Processor restrict a Seller's use of that Payment Processor's services based on certain factors, which may result in such Payment Processor imposing such restrictions. Sprift is not obligated to provide any maintenance, technical support, or other support for any payment feature. Sprift makes no guarantees to you in relation to the availability or uptime of any payment feature.

As Sprift grows and evolves, our offering and features on the website or apps may change too (including payment features), so we may get rid of some features or add new ones and make them available to a small population of users for testing. If we suspect you are doing bad things, we can report you to the payment processor(s). Since we are not payment processors, we cannot provide payment support to you or guarantee payment features. Please reach out to the applicable payment processor with questions, concerns, or support issues.

Payment Disclaimers. In addition to the disclaimers listed in **Section 15** below, you agree and acknowledge that with respect to any purchases of Products: (a) the transaction is solely between Buyer and Seller and Sprift is not a party, unless Sprift directly lists a Product Listing; (b) except as otherwise provided in these Terms, Buyers and Sellers are responsible for investigating and resolving disputes (including returns and refunds of any Products purchased); (c) Sprift is not and will not be responsible for the acts or omissions of any Payment Processor, including any failure or refusal by them

to process a transaction; and (d) Sprift will not be liable for any unauthorized or failed transactions (Sprift's facilitation of a transaction does not mean that a Buyer has sufficient funds, or that the transaction will ultimately be authorized or processed).

15. Warranty; Disclaimers; Release

Sprift Authentication. Our digital Product authentication process, where applicable, is independently conducted by Sprift moderators. Brands identified on or through the Service: (a) are not involved in the authentication of the Products being sold through the Services, and (b) do not assume responsibility for any Products purchased from or through the Services. Brands sold on or through the Services are not partners or affiliates of Sprift in any manner. However, we fully cooperate with brands seeking to track down the source of counterfeit items, which may include, when required by court order or directive of law enforcement, disclosing the contact information of Sellers submitting counterfeit goods. More information on our authentication process is available [here](#).

Disclaimer. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Sprift EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Sprift MAKES NO WARRANTY THAT (A) YOU WILL BE ABLE TO SELL OR PURCHASE ANY PRODUCTS THROUGH THE SERVICES OR THAT THE SERVICES WILL OTHERWISE MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; OR (C) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS.

Release. To the fullest extent permitted by applicable law, you release the Sprift Parties (as defined below) from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including claims of negligence), arising out of or related to disputes between users (including Buyers and

Sellers) and the acts or omissions of third parties. If you are a consumer who resides in California, you hereby waive your rights under California Civil Code § 1542, which provides: **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

16. Termination

We reserve the right to modify our Services or to suspend or stop providing all or portions of our Services at any time and to any user, including by terminating these Terms. If we discontinue providing all or portions of the Services, we will, where reasonably possible, give you advance notice and a chance to access and move your content and data. You also have the right to stop using our Services at any time and may cancel your account by sending a request through our [Contact Form](#) or through your account settings. We are not responsible for any loss or harm related to your inability to access or use our Services. On termination of these Terms, all related rights and obligations under these Terms immediately terminate, except that you will remain responsible for performing your obligations in connection with transactions entered into before termination (including payment for accepted offers on Products and shipment of Products to Buyers that have paid for them) and for any liabilities that accrued before or as a result of termination.

As Sprift grows and evolves, we might have to make changes to the features we offer and may need to terminate these Terms. When we make major changes, we will try to let you know in advance.

All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

17. Indemnification

This section describes who is responsible if Sprift gets sued by a third party for something that you did or you control.

Business User Indemnity. If you are entering into these Terms on behalf of an entity, to the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Sprift, its corporate affiliates and sublicensees and their respective officers, directors, agents, partners, employees (individually and collectively, the "**Sprift Parties**") from and against any third-party losses, liabilities, claims, demands, damages, expenses or costs ("**Claims**") arising out of or related to (a) your access to or use of the Services; (b) your User Content or Feedback; (c) your violation of these Terms; (d) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); (e) failure to provide us with accurate business information; (f) any Product you list or sell; or (g) your conduct in connection with the Services.

Individual User Indemnity. If you are entering into these Terms as an individual (i.e., non-business, non-entity) user, to the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless the Sprift Parties from and against any Claims arising out of or related to (a) your User Content or Feedback; (b) your violation of these Terms; (c) your violation, misappropriation, or infringement of any intellectual property or privacy rights of another; or (d) any Product you list or sell.

Process. You agree to pay all fees, costs and expenses associated with defending such Claims (including attorneys' fees). You also agree that the Sprift Parties will have control of the defense or settlement, at Sprift's sole option, of any Claims.

18. Liability Limitation

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, Sprift AND THE Sprift PARTIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY—WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, WARRANTY, OR OTHERWISE—FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OR LOST PROFITS, EVEN IF Sprift OR THE OTHER Sprift PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF Sprift AND THE OTHER Sprift PARTIES FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR OUR SERVICES, REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE GREATER OF \$2,000.00 USD OR THE AMOUNT WE HAVE ACTUALLY RECEIVED AS A RESULT OF SELLING YOUR PRODUCTS THROUGH THE SERVICES IN THE TWELVE MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE. THE

LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY THE SERVICES, OR FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL, MALICIOUS OR RECKLESS MISCONDUCT OF Sprift OR THE OTHER Sprift PARTIES. **We do not, however, exclude or limit our liability to you to the extent it is unlawful to do so under the laws applicable to you. If any applicable authority holds any portion of this Section to be unenforceable, then liability will be limited to the fullest extent of applicable law.**

IN ADDITION, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU MUST PROVIDE NOTICE TO Sprift, PURSUANT TO THE PROCESS REFERENCED BELOW, OF ANY CLAIM WITHIN ONE (1) YEAR OF ITS ACCRUAL OR YOUR CLAIM IS WAIVED AND TIME-BARRED.

19. Governing Law

The Terms are governed by the laws of the State of Delaware, without regard to its conflict of laws principles, except for the agreement to arbitrate in **Section 20** below, the interpretation and enforcement of which shall be governed by the Federal Arbitration Act. The United Nations Convention on Contracts for the International Sale of Goods will not in any way apply to these Terms or the Services. You agree, that the exclusive jurisdiction and venue of any action to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patent or other intellectual property rights will be the state and federal courts located in the Central District of California, or as Sprift may otherwise elect, and you waive any objection to jurisdiction and venue in such courts. If the agreement to arbitrate set forth in **Section 20** is found not to apply to you or to a particular dispute, claim or controversy, either as a result of your decision to opt out or as a result of a decision by the arbitrator or court order, the exclusive jurisdiction and venue for the resolution of such dispute, claim or controversy will be the state and federal courts located in the Central District of California, or as Sprift may otherwise elect, and you waive any objection to jurisdiction and venue in such courts.

20. Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY. EXCEPT AS THE TERMS OTHERWISE PROVIDE, YOU WAIVE YOUR RIGHT TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, OR OTHER REPRESENTATIVE ACTION. Other rights that you would have if you brought a claim to court, such as access to discovery or appeals, also might be unavailable or limited in arbitration.

Agreement to Binding Arbitration: Class Action Waiver. **Except as these Terms otherwise provide and to the fullest extent permitted by law, you and Sprift acknowledge and agree that you are each waiving the right to a trial by jury and to the litigation of disputes in state or federal courts of general jurisdiction. The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action/class arbitration or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. You and Sprift may not be plaintiffs or class members in any purported class, collective, private attorney general, or representative proceeding, or otherwise make or proceed with any claim on a collective or consolidated basis, and may each bring claims against the other only in your or its individual capacity. As referenced above, the arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the individual claim.**

Any dispute, claim or controversy between you and Sprift, its subsidiaries or affiliates and their respective agents, employees, officers, directors, principals, successors, assigns (collectively for purposes of this Dispute Resolution section, "Sprift") arising from or relating in any way to: (a) these Terms (including previous versions of these Terms) and their interpretation or the breach, termination, enforcement, or validity thereof, and the relationships which result from these Terms; (b) your use of or access to the Services; or (c) the action of Sprift or its agents, or any Products or services listed, offered, sold, purchased, or distributed by Sprift through the Services or through any website or mobile application owned or operated by Sprift (collectively, "Covered Disputes") will be resolved by binding arbitration, rather than in court. Covered Disputes shall be interpreted broadly.

Mandatory Informal Dispute Resolution.

For any Covered Dispute that you have against the Company you agree to first contact Sprift and attempt to resolve the claim informally by sending a written notice of your claim ("Notice") to Sprift by email at legal@Sprift.com. The Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the Covered Dispute; and (c) set forth the specific relief sought. If you and Sprift cannot reach an agreement to resolve the Covered Dispute within thirty (30) days after such Notice is received, then either party may submit the Covered Dispute to binding arbitration.

Initiating Arbitration.

You and Sprift agree that any Covered Dispute between you and Sprift that is not resolved informally as provided by the Informal Dispute Resolution process above, shall be settled by final and binding arbitration, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

Arbitration Rules and Governing Law.

Any arbitration between you and Sprift will be administered by National Arbitration and Mediation ("NAM") in accordance with NAM's operative Comprehensive Dispute Resolution Rules and Procedures (the "NAM Rules") in effect at the time any demand for arbitration is filed with NAM, as modified by this "Dispute Resolution" section. For a copy of the NAM Rules, please visit this [link](#) or contact NAM at NAM's National Processing Center at 990 Stewart Avenue, 1st Floor, Garden City, NY 11530. If you have a question about the NAM Rules, please contact NAM via email at commercial@namadr.com. If NAM is unavailable or unwilling to administer the arbitration, the parties will select an alternative private neutral arbitrator to conduct the arbitration in accordance with the NAM Rules. If the parties are unable to agree, they will petition a court of competent jurisdiction to appoint an arbitration administrator that will do so. Any arbitration will be held before a single neutral arbitrator. The Federal Arbitration Act will govern the interpretation and enforcement of this "Dispute Resolution" section.

Arbitration Process and Selection of Arbitrator. A party who desires to initiate arbitration

must provide NAM with a written demand for arbitration or arbitration notice form made available from the arbitration administrator and supplement that form with a detailed description of your claim. You must personally sign your demand for arbitration. You agree to also send Sprift a copy of your demand for arbitration by email to legal@Sprift.com. If Sprift initiates arbitration, Sprift will send a copy of its demand for arbitration to your email address on file. Unless you and Sprift otherwise agree, the arbitration will be conducted in the county you reside in within a reasonable time, without undue delay. All parties participating in arbitration shall have the right, at their own expense, to be represented by a spokesperson of their own choosing. If your claim does not exceed \$10,000, then you or Sprift may elect to have the arbitration be conducted by telephone or solely on the basis of documents you and Sprift submit to the arbitrator, unless either you or Sprift requests a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, or seeks declaratory or injunctive relief, either party may request to hold an in-person or virtual hearing from the arbitrator. In-person hearings will take place in the county where you reside or at another location reasonably convenient for you, or at a mutually agreed upon location. The right to a hearing will be determined by the NAM Rules. Subject to the NAM Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration. Unless otherwise prohibited by law, all arbitration proceedings will be confidential and closed to the public and any parties other than you and Sprift, and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award (provided that the party seeking confirmation shall seek to file such records under seal to the extent permitted by law).

Arbitrator's Decision. The arbitrator has the sole authority to address all claims or arguments by both parties concerning the formation, legality, and enforceability of this arbitration clause, the scope of this clause, and the arbitrability of any claim or issue arising between you and Sprift. Provided the parties have not agreed otherwise, the arbitrator will have the same powers as a court of competent jurisdiction would to administer the arbitration and will administer the arbitration according to these Terms. The arbitrator will render an award within the timeframe specified in the NAM Rules. The arbitrator's decision will include the essential findings and conclusions upon

which the arbitrator based the award. The arbitrator's award shall be final and binding only between you and Sprift and shall have no preclusive effect in any other arbitration or proceeding involving a different party, provided that the arbitrator may consider rulings in other arbitrations involving different arbitrations. The arbitrator's award may be subject to review in accordance with applicable statutes governing arbitration awards. Judgment on the arbitration award may be entered in any court having competent jurisdiction thereof. The arbitrator may award fees and costs as provided by the NAM Rules or to the extent such fees and costs could be awarded in a court of competent jurisdiction or if the arbitrator determines that a claim, proceeding, or defense was frivolous, brought for harassment, for improper purpose, or in bad faith. The arbitrator shall apply the provisions of Federal Rule of Civil Procedure 68 after entry of the award. The prevailing party in arbitration, will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law.

Costs of Arbitration. Payment of all filing, administration and arbitrator fees will be governed by the NAM Rules. You will be responsible for payment of the then-current filing fee as required by NAM Rules at the time the demand is filed. Sprift will be responsible for payment of the balance of such filing and other administrative and arbitrator fees associated with the arbitration in accordance with the NAM Rules. If you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sprift will pay as much of your share of the filing fee as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

Special Additional Procedures for Mass Arbitration. If twenty-five (25) or more individuals seek to initiate arbitrations with Sprift raising similar claims, and counsel for the individuals bringing the claims are the same or coordinated or the claims are otherwise coordinated ("Mass Claims"), you and Sprift agree that these additional procedures shall apply, along with the applicable NAM Rules. You understand and agree that if you choose to initiate your claim as part of Mass Claims, the adjudication of your claim might be delayed. Counsel for the individuals and counsel for Sprift shall each select the same number of cases, up to fifteen (15) cases (per side), to be filed in and proceed in arbitration in bellwether proceedings to be resolved individually. Each case in the first set of bellwether proceedings shall be assigned to a separate and different arbitrator. In the meantime, no other cases may be filed or deemed filed, processed, adjudicated, or

pending in arbitration, nor shall any arbitration fees be assessed in connection with those cases, until the first set of up to thirty (30) cases are settled. If the parties are unable to resolve the remaining cases after the conclusion of the first set of bellwether proceedings, each side may select an additional same number of cases, up to fifteen (15) cases (per side), to be filed in and proceed in arbitration in a second set of bellwether proceedings to be resolved individually. Each case in each additional set of bellwether proceedings shall be assigned to a separate and different arbitrator. This process shall continue consistent with this staged process of administering and moving forward up to a maximum of thirty (30) individual arbitration proceedings at a time until the parties are able to resolve all of the Mass Claims, either through settlement or arbitration. If these additional mass arbitration procedures apply to your claim, any applicable statute of limitations shall be tolled from the time the first cases are selected for a bellwether proceeding until your claim is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court of competent jurisdiction shall have the authority to enforce these mass arbitration procedures and, if necessary, to enjoin the filing or prosecution of arbitrations.

Opt-Out Right **YOU MAY OPT OUT OF THIS AGREEMENT TO ARBITRATE. IF YOU DO SO, NEITHER YOU NOR Sprift CAN REQUIRE THE OTHER TO PARTICIPATE IN AN ARBITRATION PROCEEDING. TO OPT OUT, YOU MUST NOTIFY US IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE THAT YOU FIRST BECAME SUBJECT TO THIS ARBITRATION PROVISION BY EMAILING legal@Sprift.com.**

You must include your name and residence address, the email address for your account, and a clear statement that you want to opt out of this arbitration agreement.

Severability of Arbitration Provisions. If a court of competent jurisdiction decides that applicable law precludes enforcement of any portion of this Section 20's limitations as to a particular claim for relief, then such claim (and only such claim) must be severed from the arbitration and may be litigated in a civil court of competent jurisdiction, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. All other claims will be arbitrated, and the arbitrator (and not any federal, state, or local court or agency) shall have exclusive authority to resolve any dispute arising out of or relating to the breach, termination, enforcement, interpretation, validity, scope, applicability or formation of this agreement to arbitrate

(including previous versions of this agreement to arbitrate), any part thereof, or of these Terms (including previous versions of these Terms), including, but not limited to, any claim that all or any part of this agreement to arbitrate or the Terms are void or voidable. Further, if any part of this Section 20 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 20 will be enforceable.

Changes. Notwithstanding the provisions of the “Termination” section above, if we materially change this “Dispute Resolution” section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice by emailing legal@Sprift.com within thirty (30) days of the date such change becomes effective, as indicated in the “Effective Date of Terms of Service” below or in our email to you notifying you of such change or cancel your account. By rejecting any change or canceling your account, you are agreeing that you will arbitrate any Covered Dispute between you and Sprift in accordance with the provisions of this “Dispute Resolution” section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms). If you reopen your canceled account or create a new account, you agree to be bound by the then current version of the Terms.

21. Copyright Complaint Policy (Copyright Infringement Policy)

In accordance with the Digital Millennium Copyright Act and other applicable law, we have adopted a policy of taking down Product Listings and User Content of users who infringe the intellectual property rights of others and of terminating, in appropriate circumstances, the accounts of users who repeatedly infringe the intellectual property rights of others. If you believe that anything on our Services infringes any copyright that you own or control, please visit [Sprift DMCA Copyright Policy](#) for the requirements of a proper notification. Also, please note that if you knowingly misrepresent that any activity or material on our Services is infringing, you may be liable to Sprift for certain costs and damages.

[We respect copyright. If anything is wrong, please review our Copyright Policy.](#)

22. Transfer and Processing of Data

For us to provide our Services, you agree that we may process, transfer and store

information about you in the US and other countries, where you may not have the same rights and protections as you do under local law. Please see our Privacy Notice for more information.

23. Miscellaneous.

Severability. If any provision or part of a provision of these Terms is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

No Waiver. The failure of Sprift to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. These Terms reflect the entire agreement between the parties relating to the subject matter hereof and supersede all prior agreements, representations, statements, and understandings of the parties. The section titles in these Terms are for convenience only and have no legal or contractual effect. Use of the word "including" will be interpreted to mean "including without limitation." Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity.

Assignment. You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt to assign or transfer these Terms without such consent will be null and of no effect. We may assign or transfer these Terms at our sole discretion and without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of you, Sprift, and the respective successors and permitted assigns of you and Sprift.

Notices. Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Sprift: (a) via email to the address that you provide to us; or (b) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

Apple Device and Application Terms. In the event you are accessing the Services via an application on a device provided by Apple, Inc. ("Apple") or an application obtained through the Apple App Store (in either case, an "Application"), the following shall apply: (a) you acknowledge that these Terms are between you and Sprift only, and not with Apple, and that Apple is not responsible for the Application or its content; (b) you will

only use the Application in connection with an Apple device that you own or control; (c) you acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application; (d) in the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; (e) upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application; and (f) you agree that Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right to [enforce these Terms against you as the third-party beneficiary hereof](#).

[When you use the Sprift iOS app, Apple asks us to let you know that it is not responsible for our app or what goes on with it.](#)

24. Geographic Specific Provisions

The [Geographic-Specific Provisions](#) apply to users located in certain jurisdictions.

Please review the link if you are in California or not located in the US. The Geographic-Specific Provisions will override the main Terms in the event of any inconsistency between the two.

[If you live in California or countries outside of the US, different terms may apply to you.](#)
