

## Daily Box Club Website Terms of Use

Last Modified: January 2024

### Acceptance of the Terms of Use

These terms of use are entered into by and between You and Daily Box Club (“**Company**,” “**we**,” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Use**”), govern your access to and use of dailyboxclub.com, including any content, functionality, and services offered on or through dailyboxclub.com and all its subdomains (the “**Website**”).

Please read these Terms of Use carefully before you start to use the Website. **By accessing or using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://shxsqlccooionxbgwtym.supabase.co/storage/v1/object/public/policies/Daily%20Box%20Club%20Privacy%20Policy.pdf>, incorporated herein by reference.** The Website is offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

**BY ACCESSING ANY PORTION OF THE WEBSITE, YOU AFFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE, AND YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS THE WEBSITE.**

### Revisions

We may revise and/or update the Website and these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

### Accessing the Website and Services and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

Additional terms and conditions may also apply to specific portions, services, or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our *Privacy Policy* at <https://shxsqlccooionxbgwtym.supabase.co/storage/v1/object/public/policies/Daily%20Box%20Club%20Privacy%20Policy.pdf>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Use.

### **Access to and Termination of the Services**

Daily Box Club offers a subscription service (the "Service"), according to terms provided on the Website. Participation in the Service is voluntary. You acknowledge and agree that Daily Box Club may stop (permanently or temporarily) providing the Service, or any features within the Service, to You or to users generally at Daily Box Club's sole discretion, without prior notice to you. You may stop using the Service at any time.

*Amazon Account Linking.* By signing up for the Service, You authorize the Company to place orders on Your behalf via Amazon.com. You are solely responsible for managing Your Amazon.com account and ensuring that You are not charged for any unintended or unwanted orders placed by the Company. The Company is not responsible for any

charges or fees incurred by You on Amazon.com or any other third-party website or service. The Company is not responsible for how You choose to use Your Amazon.com account or any consequences that may result from the use of the account in conjunction with the Service. Any actions taken by Amazon against Your account, including but not limited to locks, suspensions, holds, or cancellations is Your sole responsibility to resolve with Amazon.com.

Any items included as part of the Service are selected at the discretion of the Company. We reserve the right to refuse or cancel any orders that have been placed incorrectly, including where a product or service has been listed at an incorrect price or with incorrect information due to typographical error. The Company does not guarantee the specific items included or their suitability for any particular purpose. Any issues or concerns regarding the items should be directed to the Amazon.com seller who sold the item. You acknowledge that the Company is not responsible for the quality or performance of any items shipped to You. The Company does not endorse or make any representations or warranties regarding the quality, safety, or efficacy of any items provided to you as part of the Service.

*Testimonials.* Any testimonials provided on the Website are opinions of those providing them. The information provided in the testimonials is not to be relied upon to predict results in your specific situation. The results You experience will be dependent on many factors, including factors that You and/or Daily Box Club may not be able to anticipate. The testimonials are not necessarily representative of all of those who will use our products and/or services, and we do not guarantee the same results as the testimonials given on Our platform.

*Promotional Trials.* Daily Box Club may offer a free trial to new subscribers, as determined by the Company in its sole discretion. The terms of the free trial, including duration, may vary depending on the promotion or offer made by the Company. To participate in the free trial, users must provide valid payment information and agree to any applicable conditions. At the end of the free trial period, users who do not cancel their subscription will be automatically enrolled in the Daily Box Club subscription service and billed accordingly. By signing up for the free trial, users authorize the Company to charge their payment method for the subscription fee and any other applicable fees, taxes, and charges. Users may cancel their subscription at any time during the free trial period without incurring any charges. The Company reserves the right to modify or terminate a free trial offer at any time without notice and for any reason.

*Billing.* Your account will be billed in advance on a monthly basis for the Services. Monthly subscription payments are non-refundable.

*Termination.* You may terminate the Service at any time, by providing notice to us in writing, such termination to be effective as of the first day of the month following receipt of written notice.

## **Intellectual Property Rights**

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

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- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

### **Trademarks**

The Company name, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

## **User Submissions**

You expressly agree that any feedback, comments, ideas, improvements, or suggestions provided by you to Daily Box Club with respect to the Website or the Services (collectively "**Suggestions**") will automatically be treated as non-confidential and non-proprietary and will become the sole and exclusive property of Daily Box Club. We shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any requirement to credit or compensate you.

## **Copyright Infringement**

If You reasonably believe that any Website content violates your copyright, please contact us at [admin@dailyboxclub.com](mailto:admin@dailyboxclub.com) setting forth the following information: (a) a physical or electronic signature of the copyright owner or a person authorized to act on his behalf; (b) identification of the material that is claimed to be infringing; (c) Your contact information, including your address, telephone number, and an email; (d) a statement by You that You have a good faith belief that use of the material is not authorized by the copyright owners; and (e) a statement, under penalty of perjury, that the information in the notification is accurate and that You are authorized to act on behalf of the owner.

## **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any unauthorized purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website; attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or otherwise attempt to interfere with the proper working of the Website.

### **Monitoring and Enforcement; Termination**

We have the right to:

- Disclose your identity or other information about you to any third party who claims that material provided by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

### **Non-Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

### **Third-Party Content and Links from the Website**

This Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, promotional and marketing partners, and/or reporting services, or provide links to third-party websites or services (collectively, “**Third-Party Content**”). All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties. Daily Box Club has no liability or responsibility to You or any other person or entity for any Third-Party Content.

Additionally, please remember that when you use a link to go from the Website to another website, our policies—including the Daily Box Club Privacy Policy—are no longer in effect. Your browsing and interaction on any other website, including those that have a link on our platform, is subject to that other website’s own rules and policies, and you use is at your own risk. We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services. Such third parties may use their own cookies or other methods to collect information about You.

### **Geographic Restrictions**

The owner of the Website is based in the State of North Carolina in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### **Warranty Disclaimer**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Limitation of Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT YOU HAVE PAID TO THE COMPANY FOR THE APPLICABLE SERVICE WITHIN THE LAST 12 MONTHS.



IN NO EVENT WILL DAILY BOX CLUB, ITS AFFILIATES, THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content, the Services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

### **Notice of Dispute**

In the event that a dispute arises involving You and Daily Box Club, You agree to provide notice of said dispute to Daily Box Club by way of a written statement that sets forth the name, address, and contact information of the party, the facts giving rise to the dispute, and the relief requested. Please send any such notice via email to: [admin@dailyboxclub.com](mailto:admin@dailyboxclub.com). You and Daily Box Club will attempt to resolve any dispute through informal negotiation within thirty (30) days from the date a written statement is sent.

### **Governing Law and Jurisdiction**

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto, shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal or state courts of North Carolina. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **Waiver and Severability**

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Entire Agreement**

These Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Daily Box Club, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website or the Services.

### **Your Comments and Concerns**

This website is operated by Daily Box Club. Please contact us if you have any questions about this Agreement, via email at: [admin@dailyboxclub.com](mailto:admin@dailyboxclub.com)