

## Privacy Policy

Last updated: March 11, 2025

This Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your information when You use the Service and tells You about Your privacy rights and how the law protects You.

We use Your Personal data to provide and improve the Service. By using the Service, You agree to the collection and use of information in accordance with this Privacy Policy. This Privacy Policy has been created with the help of the Free Privacy Policy Generator.

## Interpretation and Definitions

### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### Definitions

For the purposes of this Privacy Policy:

**Account** means a unique account created for You to access our Service or parts of our Service.

**Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

**Application** refers to Shipster, the software program provided by the Company.

**Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Loot Distributor, 100 E San Marcos Blvd Ste 453.

**Cookies** are small files that are placed on Your computer, mobile device or any other device by a website, containing the details of Your browsing history on that website among its many uses.

**Country** refers to: California, United States

**Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.

**Personal Data** is any information that relates to an identified or identifiable individual.

**Service** refers to the Application or the Website or both.

**Service Provider** means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analyzing how the Service is used.

**Usage Data** refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

**Website** refers to Shipster, accessible from shipsterlabels.com

**You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## **Collecting and Using Your Personal Data**

### **Types of Data Collected**

#### ***Personal Data***

While using Our Service, We may ask You to provide Us with certain personally identifiable information that can be used to contact or identify You. Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Phone number
- Usage Data

#### ***Usage Data***

Usage Data is collected automatically when using the Service.

Usage Data may include information such as Your Device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When You access the Service by or through a mobile device, We may collect certain information automatically, including, but not limited to, the type of mobile device You use, Your mobile device unique ID, the IP address of Your mobile device, Your mobile operating system, the type of mobile Internet browser You use, unique device identifiers and other diagnostic data.

We may also collect information that Your browser sends whenever You visit our Service or when You access the Service by or through a mobile device.

#### ***Tracking Technologies and Cookies***

We use Cookies and similar tracking technologies to track the activity on Our Service and store certain information. Tracking technologies used are beacons, tags, and scripts to collect and track information and to improve and analyze Our Service. The technologies We use may include:

- **Cookies or Browser Cookies.** A cookie is a small file placed on Your Device. You can instruct Your browser to refuse all Cookies or to indicate when a Cookie is being sent. However, if You do not accept Cookies, You may not be able to use some parts of our Service. Unless you have adjusted Your browser setting so that it will refuse Cookies, our Service may use Cookies.
- **Web Beacons.** Certain sections of our Service and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened

an email and for other related website statistics (for example, recording the popularity of a certain section and verifying system and server integrity).

Cookies can be "Persistent" or "Session" Cookies. Persistent Cookies remain on Your personal computer or mobile device when You go offline, while Session Cookies are deleted as soon as You close Your web browser. Learn more about cookies on the Free Privacy Policy website article.

We use both Session and Persistent Cookies for the purposes set out below:

**Necessary / Essential Cookies**

Type: Session Cookies

Administered by: Us

Purpose: These Cookies are essential to provide You with services available through the Website and to enable You to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these Cookies, the services that You have asked for cannot be provided, and We only use these Cookies to provide You with those services.

**Cookies Policy / Notice Acceptance Cookies**

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies identify if users have accepted the use of cookies on the Website.

**Functionality Cookies**

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies allow us to remember choices You make when You use the Website, such as remembering your login details or language preference. The purpose of these Cookies is to provide You with a more personal experience and to avoid You having to re-enter your preferences every time You use the Website.

For more information about the cookies we use and your choices regarding cookies, please visit our Cookies Policy or the Cookies section of our Privacy Policy.

**Use of Your Personal Data**

The Company may use Personal Data for the following purposes:

**To provide and maintain our Service**, including to monitor the usage of our Service.

**To manage Your Account:** to manage Your registration as a user of the Service. The Personal Data You provide can give You access to different functionalities of the Service that are available to You as a registered user.

**For the performance of a contract:** the development, compliance and undertaking of the purchase contract for the products, items or services You have purchased or of any other contract with Us through the Service.

**To contact You:** To contact You by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application's push notifications regarding updates or informative communications related to the functionalities, products

or contracted services, including the security updates, when necessary or reasonable for their implementation.

**To provide You** with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless You have opted not to receive such information.

**To manage Your requests:** To attend and manage Your requests to Us.

**For business transfers:** We may use Your information to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Data held by Us about our Service users is among the assets transferred.

**For other purposes:** We may use Your information for other purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Service, products, services, marketing and your experience.

We may share Your personal information in the following situations:

- **With Service Providers:** We may share Your personal information with Service Providers to monitor and analyze the use of our Service, to contact You.
- **For business transfers:** We may share or transfer Your personal information in connection with, or during negotiations of, any merger, sale of Company assets, financing, or acquisition of all or a portion of Our business to another company.
- **With Affiliates:** We may share Your information with Our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include Our parent company and any other subsidiaries, joint venture partners or other companies that We control or that are under common control with Us.
- **With business partners:** We may share Your information with Our business partners to offer You certain products, services or promotions.
- **With other users:** when You share personal information or otherwise interact in the public areas with other users, such information may be viewed by all users and may be publicly distributed outside.
- **With Your consent:** We may disclose Your personal information for any other purpose with Your consent.

### **Retention of Your Personal Data**

The Company will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

The Company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.

### **Transfer of Your Personal Data**

Your information, including Personal Data, is processed at the Company's operating offices and in any other places where the parties involved in the processing are located. It means that this information may be transferred to — and maintained on — computers located outside of Your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from Your jurisdiction.

Your consent to this Privacy Policy followed by Your submission of such information represents Your agreement to that transfer.

The Company will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy and no transfer of Your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Your data and other personal information.

### **Delete Your Personal Data**

You have the right to delete or request that We assist in deleting the Personal Data that We have collected about You.

Our Service may give You the ability to delete certain information about You from within the Service.

You may update, amend, or delete Your information at any time by signing in to Your Account, if you have one, and visiting the account settings section that allows you to manage Your personal information. You may also contact Us to request access to, correct, or delete any personal information that You have provided to Us.

Please note, however, that We may need to retain certain information when we have a legal obligation or lawful basis to do so.

### **Disclosure of Your Personal Data**

#### ***Business Transactions***

If the Company is involved in a merger, acquisition or asset sale, Your Personal Data may be transferred. We will provide notice before Your Personal Data is transferred and becomes subject to a different Privacy Policy.

#### ***Law enforcement***

Under certain circumstances, the Company may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

#### ***Other legal requirements***

The Company may disclose Your Personal Data in the good faith belief that such action is necessary to:

- Comply with a legal obligation
- Protect and defend the rights or property of the Company

- Prevent or investigate possible wrongdoing in connection with the Service
- Protect the personal safety of Users of the Service or the public
- Protect against legal liability

### **Security of Your Personal Data**

The security of Your Personal Data is important to Us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, We cannot guarantee its absolute security.

### **Children's Privacy**

Our Service does not address anyone under the age of 13. We do not knowingly collect personally identifiable information from anyone under the age of 13. If You are a parent or guardian and You are aware that Your child has provided Us with Personal Data, please contact Us. If We become aware that We have collected Personal Data from anyone under the age of 13 without verification of parental consent, We take steps to remove that information from Our servers.

If We need to rely on consent as a legal basis for processing Your information and Your country requires consent from a parent, We may require Your parent's consent before We collect and use that information.

### **Links to Other Websites**

Our Service may contain links to other websites that are not operated by Us. If You click on a third party link, You will be directed to that third party's site. We strongly advise You to review the Privacy Policy of every site You visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

### **Changes to this Privacy Policy**

We may update Our Privacy Policy from time to time. We will notify You of any changes by posting the new Privacy Policy on this page.

We will let You know via email and/or a prominent notice on Our Service, prior to the change becoming effective and update the "Last updated" date at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

### **Contact Us**

If you have any questions about this Privacy Policy, You can contact us:

- By email: [info@shipsterlabels.com](mailto:info@shipsterlabels.com)

**Summary: Shipster is a platform to compare and buy shipping services from various shipping companies. As an intermediary, we don't deliver the**

**shipments ourselves, and we all have to abide by the shipping company's terms. We follow their rules and the rules laid out here. If you do too, we'll get along just fine.**

This is our agreement. When you create a Shipster account, we form a contract. Shipster will be bound by the terms outlined below, and so will you.

We ask that you read these Terms of Use carefully, because they contain important limitations on your legal rights, such as mandatory arbitration and certain limits on our legal liabilities.

In addition to these Terms, we also have a Privacy Policy. We ask that you read it carefully as well, because it will help you understand our privacy practices and the rights you have with respect to your data.

Now for the details...

## **AGREEMENT BETWEEN CUSTOMER AND SHIPSTER LLC**

These Terms of Use (we'll call them the "Terms") form an agreement between you and Shipster LLC, a California entity, and our subsidiaries and corporate affiliates ("Shipster," "we," or "us"). These Terms govern the use of this website, any other Shipster website, mobile application, online portal, electronic form, survey, and any other channel that we or our partners and customer service agents manage or operate (collectively, the "Sites"). These Terms do not in any way alter the terms of any other agreement that you have with us.

### **Your Eligibility to Use Our Services**

We can provide our services only to users who can form legally binding contracts with us, and who agree to use our services for legitimate purposes (for instance, you cannot ship anything illegal).

This means that by using our Sites you agree that you:

- Are at least sixteen (16) years of age or older, and over the minimum age required in the state or country of your residence or citizenship to use the Sites;
- Can form a legally binding contract with us, and if you are under the age of majority in the state or country of your residence or citizenship to use the Sites, that your parent or legal guardian has reviewed and accepted these Terms;
- Will only use the Sites to make legitimate purchases of courier services for legal shipping of products and documents on your own behalf or for another person for whom you are legally authorized to act;
- Will comply with all applicable laws and regulations, including U.S. import, export, and re-export control laws and regulations, controlled substance laws, and hazardous materials laws, regulations, and private courier rules;
- Will be bound by these Terms; and

- Have not been permanently suspended, or your access to the Sites has not otherwise been revoked, from the Sites. If you do not agree to the Terms, you must not use or purchase any third-party courier services through the Shipster Sites.

If you have any concerns after you set up your account, you can contact our customer support to cancel your account at any time.

If you are using the Sites on behalf of an entity, you further represent that you are authorized to accept these Terms on that entity's behalf. References to "you" and "your" in these Terms refer both to the individual using the Sites and to any such entity.

## **What We Do; Our Services**

We provide the Sites to assist you, our customers, in comparing, selecting, and purchasing third-party courier services and postage, compiling and reviewing your shipping history, resolving any questions via our customer support services, and using other functionality that we make available to you through the Sites from time to time. We'll call these our "Services." We provide the Services for the legal shipping of products and documents nationally and internationally or otherwise transacting business with courier services, and for no other purposes.

## **Shipster Is an Intermediary**

Shipster serves only as an intermediary between you and couriers like United Parcel Service ("UPS"). We only provide you with a platform to order their postage, shipping products, and services. We do not provide the courier services ourselves. We do not transport, ship, deliver, or otherwise provide any service beyond simply reselling postage, labels, and the Services we list on the Sites.

When we display service options on our Sites offered by couriers like UPS, this does not mean that we recommend, approve, or sponsor that courier or that courier's service options. We also cannot guarantee the quality of those services, or that those services will be available to you. Your interaction with any courier accessed through the Sites is at your own risk.

You agree that Shipster has no control over the couriers listed on the Sites, and is not responsible for the accuracy, timeliness, or thoroughness of information on the Sites related in any way to couriers or their Services. You acknowledge that Shipster will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches, or negligence of any such courier or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with the courier. Your shipments are made pursuant to a shipping contract, which means that risk of loss and title to anything that you ship passes to you as soon as you deliver your shipment to the courier. You are responsible for filing any claims with a courier for damaged or lost shipments, subject to any courier or other legal or contractual requirements.

It is your responsibility to find, open, read, understand, and accept the terms, conditions, or rules of purchase of any courier you select for shipping. You are responsible for ensuring that your purchases abide by the terms and conditions of purchase imposed by any courier you select to

perform shipping services, including terms and conditions of purchase set forth in a courier's terms, conditions, and rules. For instance, if a courier doesn't permit the shipment of hazardous liquids, it is your responsibility to comply with those rules. For example, the first time you purchase UPS shipping services through the Sites, in order to complete the purchase you will be required to accept certain UPS terms and conditions.

If a shipment is delivered to Shipster by UPS or any other courier for any reason, including if such courier determines the shipment is undeliverable as labeled and/or cannot be returned to the sender, Shipster may, in its sole and absolute discretion and without notice to you or to any other party, destroy the shipment or take any other action in accordance with applicable laws. Shipster will have no liability to you or to any other party for any actions taken (or not taken) with respect to such shipments.

### **Surcharge Adjustments (UPS)**

When utilizing UPS services through Shipster, you acknowledge and agree that UPS may impose surcharge adjustments on your shipments. UPS maintains a comprehensive schedule of surcharges applicable to all shipments within its network. UPS employs an internal verification process to ensure the accuracy of the following shipment details you provide:

- Weight
- Dimensions
- Origin Zone
- Destination Zone

You are obligated to input dimensions, weight, and zip codes into the Shipster portal with the highest degree of accuracy. Any surcharges or adjustments assessed by UPS due to discrepancies in these details, or for any other reason within UPS's discretion, shall be automatically charged to the payment card on file with Shipster. Furthermore, UPS reserves the right to impose additional surcharges beyond those related to the verification of package and address information. Examples of such additional carrier adjustments you may incur when shipping with UPS via Shipster include, but are not limited to, Saturday Delivery, Additional Handling, and Extended Area surcharges. In the event that surcharge adjustments become a frequent occurrence, Shipster expressly reserves the right to impose an additional administrative fee, which shall also be charged to the payment card on file. Shipster reserves the right to retain your payment information until all invoices are paid in full.

### **Access from Third-Party Sites**

Shipster may link to, be accessible from, or integrate with other sites (collectively, "Third-Party Sites"), including third-party ecommerce software that allows you to import order data to more easily create shipping labels and to relay the order status back to your ecommerce software. You access these Third-Party Sites at your own risk.

Shipster has no control over Third-Party Sites or any of their software that we may integrate with, or over the information you have entered into or have stored on that software. Shipster also does

not have control over the application programming interface (API) for Third-Party Sites or the currency of any links or data-sharing protocols. Because we do not have control over that software, we cannot be and are not responsible for any lost data, errors in data or in data transmission, downtime, unavailability, or any other loss or damage that might occur from using Third-Party Sites, their software, or connections to that software.

Our reference to Third-Party Sites does not constitute our endorsement of them. Your interaction with any Third-Party Site will be governed by the terms of use and privacy policy of that Third-Party Site. We recommend you review those documents before using it.

### **Availability of Service**

We will try to keep the Shipster site available at all times. However, there may be times when we have to maintain, update, or improve the Sites or temporarily suspend the availability of the Services for other reasons. We do not guarantee the availability of the Sites or Services at any time, and will not be liable for any suspension or discontinuance of the Services.

### **Changes to Our Terms**

As our service offerings change, as laws change, as the world changes, Shipster may, from time to time, amend or modify these Terms. We will post the amended or modified Terms on the Sites, which will automatically be effective as of the effective date indicated. We reserve the right to change these Terms at any time upon appropriate notice to you, including by sending notice to the email address we have on file for you, by displaying a notification on the Sites, or through another reasonably reliable method. We may also ask you to confirm your acceptance via a click-through or similar process on the Sites. Your use of the Sites after the effective date of an updated version will be deemed to constitute your acceptance of the updated version, including the amended and modified terms therein. If at any time you do not agree to be bound by and comply with these Terms (as amended or modified from time to time), you agree that your sole remedy is to cease using the Sites. You may not use the Sites if you do not agree to these Terms.

### **Additional Terms**

Certain additional terms (the “Additional Terms”) may apply to particular features or portions of the Sites (the “Additional Sites”). These Additional Terms supplement, and are incorporated into, these Terms unless otherwise specified. You must agree to all applicable Additional Terms before using the applicable Additional Sites; if you do not, you may not use the Additional Sites. In the event of a conflict with these Terms, the Additional Terms govern solely with respect to the Additional Sites.