

# grinbox Terms of Service

**Last Updated:** January 1, 2026

These Terms of Service (“Terms”) govern your access to and use of the grinbox website, applications, and related services (collectively, the “Services”), operated by **Badger Social Inc.** (“grinbox,” “we,” “us,” or “our”).

By accessing or using the Services, you agree to be bound by these Terms. If you do not agree, you may not use the Services.

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## 1. Eligibility and Acceptance

You must be at least:

- 13 years old (or 16 in certain jurisdictions), and
- Legally capable of entering into a binding agreement

By using grinbox, you represent and warrant that you meet these requirements.

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## 2. Description of the Services

grinbox is a web-based gifting platform that allows users to send digital and physical gifts to others while limiting the direct exchange of personal contact or delivery information between senders and recipients.

grinbox:

- Facilitates gift creation, messaging, and fulfillment
  - Does not act as the sender or recipient of gifts
  - Does not guarantee fulfillment beyond commercially reasonable efforts
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## 3. Account Registration and Authentication

### A. Sender Accounts

To send gifts, you must create an account authenticated via phone number and one-time SMS passcode (OTP). By providing your phone number, you consent to receive transactional SMS messages as described in these Terms.

You agree to:

- Provide accurate and current information
- Maintain the security of your device and phone number
- Notify grinbox of unauthorized access or misuse

You are responsible for all activity conducted through your account.

## **B. Recipients**

Recipients are not required to create an account to claim gifts. Access is provided via a tokenized claim link.

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## **4. User Conduct and Acceptable Use**

You agree not to:

- Use the Services for unlawful, fraudulent, or deceptive purposes
- Harass, threaten, abuse, or impersonate others
- Send gifts or messages containing hateful, obscene, or illegal content
- Attempt to bypass safeguards, rate limits, or security controls
- Interfere with the operation of the Services

grinbox reserves the right to investigate and take action against violations, including suspension or termination.

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## **5. Gifts, Fulfillment, and Delivery**

### **A. Gift Creation**

When you send a gift:

- You authorize grinbox and its partners to process the transaction
- You acknowledge that fulfillment depends on third parties

### **B. Recipient Information**

Recipients provide delivery details directly to grinbox. Senders do not receive this information.

### **C. Fulfillment Limitations**

grinbox does not guarantee:

- Delivery times
- Availability of specific items
- Fulfillment in all geographic regions

grinbox may substitute items of equal value where necessary or issue refunds per policy.

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## **6. Payments, Fees, and Taxes**

- Payments are processed by third-party providers (e.g., Stripe)
- grinbox does not store full payment card information
- Prices may include or exclude taxes depending on jurisdiction
- You are responsible for applicable taxes, fees, or duties

All purchases are subject to grinbox's Refund Policy.

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## **7. Refunds, Cancellations, and Disputes**

Refund eligibility may depend on:

- Gift status (claimed vs. unclaimed)
- Fulfillment stage
- Vendor policies

grinbox reserves the right to:

- Deny refunds for abused or fraudulent transactions
- Reverse or suspend transactions pending investigation

Chargebacks may result in account suspension.

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## **8. Blocking, Safety, and Moderation**

- Users may block other users from sending future gifts

- Blocking does not retroactively cancel prior gifts
  - grinbox may review message content or transactions to enforce policies
  - We may remove content or restrict accounts at our discretion
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## 9. Account Pausing, Suspension, and Termination

### A. User-Initiated Actions

Users may pause or request deletion of their account.

### B. grinbox-Initiated Actions

We may suspend or terminate access:

- For violations of these Terms
- To comply with legal obligations
- To protect the platform or other users

Previously sent gifts may still be fulfilled where appropriate.

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## 10. SMS Communications and Consent

By providing your phone number to grinbox, you consent to receive **transactional SMS messages** related to your use of the Services, including:

- One-time passcodes (OTP) for authentication and login
- Notifications related to gift activity, such as when a gift is sent, claimed, delivered, or encounters an issue

These messages are **non-marketing, service-related communications** and are sent solely to support account access, security, and transactional functionality.

Consent is obtained at the time you provide your phone number in connection with creating an account or using the Services. Message frequency may vary. Message and data rates may apply depending on your mobile carrier and plan.

SMS messages are delivered using a third-party telecommunications provider. grinbox does not control carrier delivery timing, availability, or reliability.

You may opt out of SMS notifications at any time by replying **STOP** to a message. Opting out may prevent delivery of certain transactional notifications but does not otherwise affect your

account status or previously completed transactions. Certain essential messages, such as authentication-related messages, may be required to access parts of the Services.

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## **11. Intellectual Property**

All content, software, trademarks, logos, and designs used in the Services are owned by or licensed to grinbox or Badger Social Inc.

You may not:

- Copy, modify, or distribute our content
- Reverse engineer or exploit the Services

User-generated content remains owned by the user but is licensed to grinbox as described below.

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## **12. User-Generated Content License**

By submitting content (e.g., gift messages), you grant grinbox a non-exclusive, worldwide, royalty-free license to host, store, process, display, and transmit such content as necessary to operate the Services.

You represent that you have the rights to submit such content.

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## **13. Privacy**

Your use of the Services is subject to the grinbox Privacy Policy, which is incorporated by reference.

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## **14. Disclaimers**

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.”

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- GRINBOX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED

- GRINBOX DOES NOT GUARANTEE UNINTERRUPTED OR ERROR-FREE SERVICE
- GRINBOX DOES NOT GUARANTEE GIFT AVAILABILITY OR FULFILLMENT OUTCOMES

Transactional SMS messages sent by grinbox are not promotional or marketing communications and are provided solely to support authentication, security, and gift-related activity.

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## **15. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- GRINBOX SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES
  - TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE RELEVANT GIFT
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## **16. Indemnification**

You agree to indemnify and hold harmless grinbox and Badger Social Inc. from claims arising from:

- Your use of the Services
  - Your violation of these Terms
  - Your content or conduct
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## **17. Modifications to the Services and Terms**

grinbox may modify or discontinue the Services, or update these Terms and related policies, at any time. Updated Terms are effective upon posting. Continued use constitutes acceptance.

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## **18. Governing Law and Dispute Resolution**

These Terms are governed by the laws of the State of [Insert State], without regard to conflict of laws principles.

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## 19. Severability and Waiver

If any provision is found unenforceable, the remaining provisions remain in effect. Failure to enforce any right is not a waiver.

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## 20. Entire Agreement

These Terms, together with the Privacy Policy and any additional policies, constitute the entire agreement between you and Badger Social Inc. regarding grinbox.

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## 21. Contact Information

**Support:** [support@grinbox.me](mailto:support@grinbox.me)

**Legal:** [legal@grinbox.me](mailto:legal@grinbox.me)