# ShortStack Terms and Conditions

## Summary

We will permit you to use an awesome platform and set of tools if you promise to only use your powers for good and not evil. In other words, follow our rules, don't misuse our stuff, spam people, harass them, be a jerk, or do other things that you know you shouldn't be doing with or while using ShortStack. In return, we'll work hard to give you a great platform and outstanding customer service.

Looking for custom terms and conditions for your business? Contact us at support@shortstack.com to discuss your needs.

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## TERMS AND CONDITIONS OF SERVICE AND USE OF SHORTSTACK.COM

**Version 2.0 — Effective February 2026**

**Summary of Material Changes from Prior Version:** This version introduces Usage Limits and Overage Charges for Campaign Views and Entry Storage, defines Legacy Plan protections for subscribers on paid plans prior to February 2026, adds a Dispute Resolution and Arbitration section, adds a Force Majeure section, updates account disablement and banning procedures, incorporates the Data Processing Addendum by reference, and updates Third-Party Website references to reflect the current social media landscape.

These Terms and Conditions of Service and Use of ShortStack.com (the "Terms and Conditions") were originally made effective as of September 1, 2012, and are hereby amended and restated as of February 2026, by Pancake Laboratories, Inc., a Nevada corporation ("Pancake" or "We"), and, without waiving or otherwise releasing any right or obligation under any prior terms and conditions of the use of ShortStack, hereby amend and restate any such prior terms and conditions. This February 2026 version of the Terms and Conditions supersedes all prior versions and governs all ShortStack accounts as of its effective date, regardless of when the account was originally created.

- ShortStack.com, and all related content, materials and services (collectively, "ShortStack") is an application created, designed, owned and provided by Pancake for use in connection with your website or blog, and your personal webpage on

third-party websites, such as Facebook, Instagram, X (formerly Twitter), TikTok, LinkedIn, and similar websites or providers ("Third-Party Websites").

- Pancake built ShortStack to give its customers the opportunity to create better webpages on their own without having to earn a master's degree in computer whispering.
- Pancake offers ShortStack, a very powerful tool, at a very low price. In consideration and exchange of each customer's use of ShortStack, Pancake requires every customer to act with integrity, to follow some simple rules and to abide by these Terms and Conditions of Service and Use and each other policy of Pancake.
- Pancake wishes that all of our legal junk could be summed up to "we are just here to help you," but our lawyers got ahold of this and, as is the case with lawyers,... things can never be that simple. So, Pancake hopes that you enjoy our long and boring legal policies and other terms and conditions.

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# General Terms

By using or accessing ShortStack, you thereby agree, (i) that you have read and understood these Terms and Conditions, and that these Terms and Conditions create a valid and binding agreement, enforceable against you in accordance herewith, (ii) to be bound by these Terms and Conditions, any terms, conditions or other policies of Pancake and any terms, conditions or other policies of Third-Party Websites, as each may be amended or supplemented from time to time without notice; and (iii) that your use of ShortStack shall comply with all applicable federal, state and local laws or regulations, and that you are solely responsible for your compliance with, familiarity with and understanding of any such laws applicable to your use. If you do not agree with any portion of these Terms and Conditions, you are prohibited from using or accessing ShortStack.

Additionally, and without limiting the foregoing, by using or accessing ShortStack, you represent and warrant that you: (a) are eighteen (18) years of age or older; (b) are not currently restricted from using ShortStack, or not otherwise prohibited from having a ShortStack account; (c) are not a competitor of ShortStack or are not using ShortStack for reasons that are in competition with ShortStack or any other product or service offered by Pancake; (d) have full power and authority to enter into and perform these Terms and Conditions, and doing so will not violate any other agreement to which you are a party; (e) will not violate any rights of Pancake, including intellectual property rights such as copyright or trademark rights; and (f) agree to provide at your cost all equipment, software, and internet access necessary to use ShortStack.

**International Users.** ShortStack is operated from the United States. If you are accessing or using ShortStack from outside the United States, you do so at your own risk and are solely

responsible for compliance with all applicable local laws and regulations in your jurisdiction, including but not limited to data protection, privacy, and consumer protection laws. Pancake makes no representation that ShortStack is appropriate or available for use in all countries or jurisdictions. Access to ShortStack from jurisdictions where its content or use is illegal is prohibited. By using ShortStack from outside the United States, you acknowledge and agree that your data is transferred to and processed in the United States.

For users in the European Union, the United Kingdom, and Switzerland, the transfer and processing of your personal data is governed by Pancake's Data Processing Addendum ("DPA"), which incorporates Standard Contractual Clauses pursuant to applicable data protection law, including the EU GDPR, UK GDPR, and Swiss DPA. By creating a ShortStack account, you acknowledge and agree to the terms of the DPA, which is available at https://www.shortstack.com/data-processing and is incorporated into these Terms and Conditions by reference. In addition, Pancake Laboratories, Inc. is certified under the EU-U.S. Data Privacy Framework ("DPF"), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework as administered by the U.S. Department of Commerce, and will maintain such certification for the duration of its provision of services. In the event of any conflict between these Terms and Conditions and the DPA with respect to the processing of personal data subject to EU GDPR, UK GDPR, or Swiss DPA, the DPA shall prevail.

Without limiting the generality of the foregoing or any other provision hereof, you acknowledge and agree, as follows:

- That the content, materials and other intellectual property contained or embodied in ShortStack are owned by Pancake and are protected by copyright, trademark and other similar laws. Solely for purposes of clarification, the foregoing acknowledgement does not include your intellectual property addressed in the Section "Copyright and Content Ownership" below;
- Not to transmit, send or otherwise post unauthorized commercial communications (such as spam) using ShortStack;
- Not to collect personal information, content or other information related to users of Third-Party Websites or ShortStack, except in accordance with (i) all terms, policies and rules of ShortStack, and (ii) all applicable federal, state and local laws, rules and regulations;
- Not to access ShortStack using any automated means, including, without limitation, harvesting bots, robots, spiders, or scrapers;
- Not to engage in multi-level marketing using ShortStack, including, without limitation, pyramid schemes and similar marketing concepts;
- Not to upload, use or disseminate viruses or other malicious code or other abusive scripts or processes;
- Not to solicit login, account or other personal information of another person or request or obtain access to an account of another person;

- Not to bully, intimidate, or harass any person;
- Not to post content that is hateful, threatening, or pornographic, incites violence, or contains nudity, graphic material, gratuitous violence or anything else found to be objectionable by Pancake in its sole discretion;
- Not to create, distribute, or promote content generated using artificial intelligence that is misleading, deceptive, defamatory, or designed to impersonate real individuals, including but not limited to deepfakes, synthetic media, or AI-generated misinformation; and not to use AI-generated content in any manner that violates applicable law or the rights of third parties;
- Not to disseminate any materials or advertisements or develop or operate any applications/Campaigns containing tobacco, alcohol, dating or other content the appropriateness of which depends on the age of the viewer or recipient, without appropriate and legally-sufficient age-based restrictions;
- Not to use ShortStack in any manner that is, or could reasonably be construed to be, unlawful, fraudulent, misleading, malicious, or discriminatory;
- Not to take any action that could disable, overburden, or impair the operation or availability of ShortStack, such as a denial of service attack;
- Not to facilitate or encourage any violations of this Statement;
- Not to make your ShortStack account or any portion thereof or the services provided thereby available to the general public or any portion thereof;
- Not to share a user login among multiple individuals. You agree and acknowledge that each ShortStack user will be identified by a unique username and password ("Login") and that a user's login may only be used by one (1) individual. Concurrent sessions using a single login are not allowed. Additional logins for concurrent sessions may be purchased ("ShortStack for Teams"). You will immediately notify ShortStack in writing of any unauthorized use of your account, or other account-related security breach of which you are aware;
- Not to use your ShortStack account for file uploads, sharing, archiving, backup, mirroring or distribution sites;
- Not to use copyrighted, trademarked or other protected intellectual property without the written consent and authorization of the owner of such property;
- Not to copy, distribute or disseminate ShortStack or any portion thereof, and not to transfer ShortStack, or any portion thereof, to another person or "mirror" ShortStack, or any portion thereof, on any other server;
- Not to decompile or reverse engineer, or attempt to decompile or reverse engineer, ShortStack or any portion thereof;
- Not to remove any trademark, copyright or other proprietary notations, designation or notice from ShortStack; and
- Not to take any other action that could result in any damage or disruption to ShortStack, or that could otherwise result in any liability, damages, costs or expenses on the part of Pancake.

All media uploaded by you in connection with ShortStack shall be solely used for, and you

hereby agree to solely use it for, your/your company's website or blog, your/your company's personal webpage on Third-Party Websites and any communication originating from the foregoing. If your use of ShortStack and your resource consumption is disproportionate to typical users with the same type of ShortStack account — including but not limited to excessive API calls, abnormally high data storage relative to plan limits, or automated bulk activity inconsistent with normal campaign use — Pancake reserves the right, in its sole discretion, to take one or more of the following actions: (i) contact you to discuss your usage; (ii) change your ShortStack account to another type that is commensurate with your use; or (iii) cancel or terminate your account. Except in cases where the disproportionate use involves illegal activity, fraud, or activity that threatens the stability or security of ShortStack, Pancake will make reasonable efforts to notify you before taking action under this provision.

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# Licenses

By becoming a customer of Pancake and using ShortStack, Pancake hereby grants to you a revocable license to use ShortStack for the purposes set forth on ShortStack.com and subject to these Terms and Conditions and all other rules, regulations and policies imposed or adopted by Pancake in connection with ShortStack, which policies may be amended by Pancake at any time and without notice. Such license is freely revocable and terminable by Pancake at any time, without cause and in the sole discretion of Pancake. Without limiting the foregoing, this revocable license shall automatically be revoked and terminated upon any violation of these Terms and Conditions or any other rule, regulation or policy of Pancake. Upon revocation or termination of this revocable license, you shall, and hereby agree to, destroy any materials (electronic or otherwise) related to ShortStack that remain in your possession or control, and acknowledge that after such revocation or termination Pancake may deny your access to ShortStack and any other Pancake services in its sole discretion. Any information of a user whose license is revoked or terminated will be preserved or disposed of in accordance with the terms of the Privacy Policy of ShortStack. Any information you submit to Pancake is at your own risk of loss, and Pancake assumes no liability or responsibility therefor.

Pancake reserves all rights not expressly granted in this Agreement, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in ShortStack and all related items, including any and all copies made of the ShortStack website.

Additionally, you grant Pancake a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicensable, fully paid up and royalty-free right to us to copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, process,

analyze, use and commercialize, in any way now known or in the future discovered, any information, content, ideas, concepts, techniques, data or suggestions submitted to ShortStack for the purpose of improving or modifying ShortStack or for the purpose of creating or developing a new service or product related to, arising from or ancillary or similar to ShortStack, without any further consent, notice and/or compensation to you or to any third parties.

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## Violation; Termination of Account

Pancake reserves the right to investigate violations of any of these Terms and Conditions or any other policies of Pancake or ShortStack, or any other violations of any state, federal or local law, rule or regulation, and to pursue any remedy available to Pancake whether at law, in equity or otherwise. You hereby acknowledge and agree that Pancake may notify, involve and cooperate with law enforcement authorities in investigating and prosecuting users who violate these Terms and Conditions or any other policies of Pancake or ShortStack, and any other violations of any state, federal or local laws, rules or regulations. You further acknowledge and agree that Pancake has no obligation to, and does not, screen or monitor any users, information, materials or other content provided or made available through ShortStack, but has the right to do so at any time in its sole discretion. You further acknowledge and agree that Pancake may, in its sole discretion, remove or delete any entries, information, materials or other content, and terminate the account of any user, that violates these Terms and Conditions or otherwise posts, submits, or disseminates content that Pancake finds, in its sole discretion, to be objectionable. With the exception of any ShortStack account that is charged a fee and is current on all payments, and excluding any account subscribed to an annual plan that is current on all payments, Pancake reserves the right to cancel and terminate the account of any user that does not publish content from ShortStack within any six (6) month period, or has not logged into the ShortStack account of such user for six (6) months.

You acknowledge and agree that Pancake may, in its sole discretion, cancel, suspend, ban, or terminate your Account if you breach these Terms and Conditions. Account bans are issued for explicit policy violations as described in the Account Banning for Policy Violations section of these Terms and Conditions. Pancake may refuse, in its sole discretion, to permit any use of ShortStack, and may refuse to permit any person to use ShortStack for any reason at any time.

**Account Disablement for Non-Payment.** An account that misses a scheduled payment will enter a grace period of twenty-one (21) days during which Pancake will make multiple attempts to process the payment method on file. During this grace period your account will remain accessible. If payment is not successfully collected within twenty-one (21) days of

the missed payment date, your account will be disabled. A disabled account retains all campaign data, entries, and assets, but all live campaigns will be deactivated and you will not be able to access or use your account until the outstanding balance is paid in full. You may self-export your data at any time prior to disablement. Once your account is disabled, you must contact support@shortstack.com within thirty (30) days to request reactivation and arrange payment of the outstanding balance. If payment is not received and your account is not reactivated within thirty (30) days of disablement, Pancake reserves the right to permanently delete your account and all associated data. PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS.

**Account Banning for Policy Violations.** Pancake reserves the right to immediately ban any account, without prior notice, where Pancake determines in its sole discretion that the account has been used in violation of these Terms and Conditions in a manner that poses a risk to the safety, security, or wellbeing of ShortStack users, third parties, or the general public. Policy violations that may result in an immediate ban include, without limitation, fraudulent activity, scam campaigns, click-bait schemes, gambling-related content, pornographic or sexually explicit content, and any other activity Pancake deems harmful or illegal. A banned account will be immediately deactivated and self-service data export will not be available. If you believe your account has been banned in error, or if you wish to discuss reinstatement, you must contact support@shortstack.com within thirty (30) days of the ban. Reinstatement of a banned account is not guaranteed and is subject to Pancake's sole discretion. Pancake will consider reinstatement only where the user provides a satisfactory explanation of how the policy violation will be remedied and Pancake is satisfied that future violations will not occur. If a banned account is not reinstated within thirty (30) days, Pancake reserves the right to permanently delete the account and all associated data.

**Data Export and Return Upon Termination.** Active accounts may self-export campaign data, entries, and associated assets at any time through the account dashboard. Upon termination of your account — whether initiated by you or by Pancake — your ability to self-export data will cease immediately. If your account is disabled for non-payment, or banned for policy violations, you may request data export by contacting support@shortstack.com within thirty (30) days of disablement or banning. Pancake will make reasonable efforts to facilitate data export requests submitted within this window, subject to the reinstatement and review processes described above. After thirty (30) days, Pancake reserves the right to permanently delete all account data and has no obligation to retain or return any content, entries, or assets associated with a terminated, disabled, or banned account. Pancake is not responsible for any loss of data resulting from account termination, disablement, or banning, and you are solely responsible for maintaining backups of your account data while your account is active.

# Payment and Refunds

When opening your ShortStack account, a valid credit card will be required for billing purposes. You hereby allow Pancake to store (or cause a third party to store on behalf of Pancake) such payment information and agree to the following policies and procedures for payment of fees related to ShortStack. Immediately upon signing up for your ShortStack account, the fees associated with the first month of your ShortStack account will be billed to such credit card. Within one (1) or two (2) business days of each thirty (30) day anniversary of the date on which you opened your ShortStack account, the monthly fees associated with your ShortStack account for the following month will be billed to such credit card by Pancake in accordance with the then-current ShortStack pricing schedule. If you have subscribed to an annual plan, the fees associated with this plan will be billed to your credit card and renewed within one (1) or two (2) business days of the anniversary of your paid subscription date. If the credit card associated with your ShortStack account should expire, terminate or any payment is otherwise rejected by the issuing company, Pancake may immediately terminate your account. It is solely your responsibility to ensure (1) that valid credit card information remains on file for your ShortStack account, and (2) that a valid email address remains on file for your ShortStack account for any communications from Pancake related to your account, including overage notifications and invoices.

All fees charged by Pancake in connection with ShortStack are exclusive of any taxes, levies, or duties imposed by any taxing authority, and you shall be, and hereby are, responsible for the payment of all such taxes, levies, or duties arising from your use of ShortStack. Without limiting the foregoing, Pancake is a non-European Union ("EU") company, Pancake and ShortStack are not registered with the EU, and no value-added tax or other taxes imposed by the EU are included on the invoice of any EU customers. All payments made to Pancake in connection with your ShortStack account are non-refundable, and Pancake does not offer, and is not required to provide, any refunds or credits. There is no circumstance in which you will be entitled to, or Pancake is required to provide, a refund or credit. In its sole discretion, Pancake may provide a refund if (i) Pancake terminates your ShortStack account without cause before the end of a billing period for which you have paid in full, or (ii) you are seeking a refund otherwise specifically provided for by these Terms and Conditions or other written policies of ShortStack and/or Pancake then in effect and fully applicable.

# Usage Limits and Overage Charges

Each ShortStack account plan includes defined monthly limits for Campaign Views and Entry Storage (each as defined below). Your usage is tracked on a per-billing-period basis and is

visible within your account dashboard.

**Campaign Views.** A Campaign View is counted each time a visitor loads one of your campaign pages. A Campaign View is not counted each time an embed code loads on a webpage — only when a visitor actually views a campaign.

**Entry Storage.** Entry Storage refers to any form submission or social media entry associated with your account, including imported comments or Instagram posts collected through a ShortStack Feed.

**Billing Period and Reset.** Your Campaign View allowance resets on the monthly anniversary of your account signup date. For example, if you signed up on January 15, your allowance resets on February 15, March 15, and so on. Allowances do not roll over — each billing period starts fresh with your full monthly allowance. If your signup date falls on a day that does not exist in a subsequent month (e.g., the 31st), the reset and any associated charges will occur on the last day of that month.

**Overage Charges — Campaign Views.** If your Campaign Views exceed your plan's monthly allowance, overage charges will apply and will be assessed on your billing period anniversary date. Excess Campaign Views are billed in units of 10,000, rounded up to the nearest unit.

**Overage Charges — Entry Storage.** If your stored entries exceed your plan's Entry Storage allowance, overage charges will apply and will be assessed on your billing period anniversary date. Excess stored entries are billed in units of 1,000, rounded up to the nearest unit. You may delete excess stored entries prior to your billing period anniversary date to avoid overage charges. Deleted entries are removed from your storage count immediately upon deletion. If you believe your count has not been updated following a deletion, you should contact support@shortstack.com for assistance.

**Overage Payment — Monthly Plan Subscribers.** For monthly plan subscribers, overage charges will be billed to the credit card on file for your account on your billing period anniversary date.

**Overage Payment — Annual Plan Subscribers (Credit Card).** For annual plan subscribers who pay by credit card, Campaign View and Entry Storage usage is measured monthly and any overage charges are billed to the credit card on file on your billing period anniversary date. Annual plans do not pool Campaign View or Entry Storage usage across the year — each month has its own allowance.

**Overage Payment — Annual Plan Subscribers (Invoice).** For annual plan subscribers who are billed by invoice, Campaign View and Entry Storage usage is measured monthly and any overage charges will be issued as a separate invoice via email on your billing period anniversary date. Payment on such invoices is due within thirty (30) days of the invoice date

(Net 30). Annual plans do not pool Campaign View or Entry Storage usage across the year — each month has its own allowance. If an overage invoice is not paid by the due date, the outstanding balance will accrue to the following month's invoice. Pancake reserves the right to suspend or permanently close any account for which overage payments are not collected in a timely manner.

**Pre-Suspension Notice.** For annual plan subscribers billed by invoice, Pancake will provide twenty-one (21) days written notice via email before suspending or closing an account due to non-payment of overage invoices. It is your sole responsibility to ensure a valid and accessible email address is maintained on file with your account. Pancake shall have no liability for failure to deliver such notice resulting from an invalid, inaccessible, or outdated email address on file.

**Overage Rates.** Overage rates are based on your current plan and are set forth in the then-current ShortStack pricing schedule, available at https://www.shortstack.com/pricing. Pancake reserves the right to modify overage rates at any time in accordance with the Modifications to ShortStack and Pricing section of these Terms and Conditions. There is no maximum overage charge — charges accrue based on actual usage in excess of your plan's allowance without cap. Pancake maintains usage tracking for Campaign Views and Entry Storage with reasonable accuracy for billing purposes. If you believe your usage metrics have been tracked inaccurately, you must contact support@shortstack.com within thirty (30) days of the charge in question using the dispute process described in the Overage Dispute Process section of these Terms and Conditions. Notwithstanding the general disclaimers of warranty contained in these Terms and Conditions, Pancake will use reasonable efforts to ensure the accuracy of usage metrics used for billing purposes.

**Overage Charges and Limitations of Liability.** You acknowledge and agree that overage charges are a contractual payment obligation arising from your usage of ShortStack beyond your plan's allowance. Overage charges are not "damages" within the meaning of the Limitations of Liability section of these Terms and Conditions and are not subject to the liability caps set forth therein.

**Free Plan Usage Limits.** If you are on a free ShortStack plan and exceed your Campaign View or Entry Storage allowance, you are not subject to overage charges. However, Pancake reserves the right to take one or more of the following actions in its sole discretion, including immediately and without prior notice: (i) increase ShortStack branding displayed on your campaigns; (ii) reject new form submissions submitted to your ShortStack-created forms; or (iii) deactivate your account. Pancake may, but is not required to, notify you before taking any such action.

**Alerts and Notifications.** Pancake will make reasonable efforts to notify you by email before you reach your monthly Campaign View or Entry Storage allowance, when you reach your allowance, and when you exceed your allowance. Upon receiving notice that you have

exceeded your allowance, you may choose to upgrade to a higher plan tier or continue on your current plan and incur overage charges. However, you acknowledge and agree that your obligation to pay overage charges is not contingent on receipt of such notifications, and Pancake shall have no liability for any failure to deliver such alerts. It is your sole responsibility to maintain a valid and accessible email address on file with your account.

**Overage Dispute Process.** If you believe an overage charge has been applied to your account in error, you must contact support@shortstack.com within thirty (30) days of the date the charge occurred. If you believe a charge resulted from a change to overage rates of which you were not notified, you must contact support@shortstack.com within thirty (30) days of the date on which you became aware, or reasonably should have become aware, of such rate change, provided that in no event shall any dispute be submitted more than ninety (90) days after the date the charge occurred. For credit card subscribers, Pancake's billing system limits refunds to payments made within the preceding ninety (90) days. Valid disputes relating to charges made more than ninety (90) days prior to the dispute submission date are not eligible for a refund and will instead be eligible for a credit toward future billing, to be determined by Pancake acting reasonably and in good faith. For charges made within ninety (90) days, the remedy for any valid dispute — including whether a refund or credit is issued — will be determined by Pancake on a case-by-case basis, acting reasonably and in good faith. This payment window limitation applies to credit card subscribers only. Invoice subscribers are not subject to the ninety (90) day refund limitation; however, invoice subscribers must submit any billing dispute within sixty (60) days of the date the invoice was received. Disputes submitted by invoice subscribers after the sixty (60) day window may not be considered. Invoice subscribers are not eligible for refunds on amounts already paid; valid disputes will be eligible for a credit toward future billing, to be determined by Pancake acting reasonably and in good faith. Your dispute submission must include: (i) your account details; (ii) the specific charge you believe is incorrect; and (iii) a description of why you believe the charge is incorrect. Disputes submitted after the applicable window, or that do not include the required information, may not be considered. Pancake will review all valid disputes and provide a response within thirty (30) business days of receipt. You agree to contact Pancake and attempt to resolve any billing dispute through the internal dispute process described herein before initiating a chargeback or payment reversal with your financial institution or payment provider. Nothing in these Terms and Conditions limits any rights you may have under applicable law or through your financial institution; however, completing the internal dispute process first allows Pancake the opportunity to resolve the matter promptly and directly, and Pancake will use reasonable efforts to do so.

**User Consent to Overage Charges.** By continuing to use ShortStack beyond the limits of your plan, you acknowledge and agree that overage charges will apply in accordance with the then-current pricing schedule, and you authorize Pancake to charge such fees to the credit card on file for your account or to invoice you in accordance with the payment terms

set forth herein.

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## Modifications to ShortStack and Pricing

Pancake reserves the right to, and you acknowledge and agree that Pancake may, modify ShortStack, including without limitation the services offered thereby, and the fees, costs and pricing associated with ShortStack at any time and without notice. Without limiting the generality of the foregoing, Pancake reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, ShortStack (or any part thereof) without notice. Any new features that augment or enhance the then-current version of ShortStack, including the release of new tools and resources, shall be subject to these Terms and Conditions and may result, in Pancake's sole discretion, to a price increase. Pancake shall not be liable to you, or to any third party, for any damages, costs, expenses or other liabilities related to any modification, price change, suspension or discontinuance of ShortStack.

Without limiting the foregoing, Pancake may use banner notices or similar devices to alert you to certain modifications to ShortStack or the pricing associated therewith. Alternatively, notice may consist of an email from Pancake or ShortStack to an email address associated with your account, even if we have other contact information. You also agree that Pancake may communicate with you through any available means including email, mobile number, telephone, or delivery services, including the postal service, about your ShortStack account or services associated with ShortStack. You acknowledge and agree that we shall have no liability associated with or arising from your failure to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about ShortStack or pricing.

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## Upgrading, Downgrading, Pausing or Cancelling Account

Your ShortStack account may be upgraded, downgraded, paused or permanently deleted, subject to the terms hereof, at any time.

### Upgrade Account

When you upgrade, you will immediately be charged the difference between your upgraded ShortStack account and your prior ShortStack account. If you exceed any level, limitation, or

allowance for your current ShortStack account, your ShortStack account may be automatically upgraded to an account that offers a sufficient level, limitation, or allowance for your use, and you will be charged accordingly as if you initiated the upgrade. Pancake may, but is not required to, send you a notice of such automatic upgrade by electronic mail prior to the charging of your account. Once you have upgraded to a paid plan, there is not an option to downgrade to the Free Plan.

If you are subscribed to a current ShortStack plan, Campaign View and Entry Storage limits are not subject to automatic upgrade and are instead governed by the overage charges described in the Usage Limits and Overage Charges section of these Terms and Conditions.

If you were subscribed to a paid ShortStack plan prior to February 2026 and have not migrated to a current plan (a "Legacy Plan"), automatic upgrades remain applicable to all limits, including Entry Storage. For Legacy Plan subscribers, an automatic upgrade due to excess Entry Storage will be triggered when your stored entries reach 125% of your plan's Entry Storage limit. Pancake may, but is not required to, send you a notice of such automatic upgrade by electronic mail prior to the charging of your account.

Pancake does not have current plans to discontinue Legacy Plans. However, Pancake reserves the right to do so from time to time. In the event Pancake elects to discontinue a Legacy Plan, Pancake will provide Legacy Plan subscribers with no less than sixty (60) days advance written notice and sufficient time to migrate to a current plan of their choosing. Comparability between a Legacy Plan and available current plans will be determined by Pancake based on the closest matching feature set to the Legacy Plan being discontinued. If a Legacy Plan subscriber does not migrate to a current plan before the discontinuation date, Pancake reserves the right to migrate the subscriber to the current plan that most closely matches the feature set of the Legacy Plan they were previously subscribed to, as determined by Pancake acting reasonably and in good faith.

## Downgrade Account

When you downgrade from a paid account to another paid account, you will receive a credit for the pro-rated difference between the new account and the old account. Once you have upgraded to a paid plan, there is not an option to downgrade to the Free Plan. You hereby acknowledge that downgrading your ShortStack account may cause the loss of content, features or capacity of your account, and that you are solely responsible for the result of any such downgrade, including without limitation, lost profits, claims, damages or other liabilities, costs or expenses.

If you wish to downgrade to a plan with a lower Entry Storage limit than your current stored entry count, you must delete stored entries until your count is at or below the Entry Storage limit of the plan you wish to downgrade to before the downgrade can be processed. Pancake will not process a downgrade request where your current stored entry count

exceeds the Entry Storage limit of the requested plan. You are solely responsible for determining which entries to delete prior to downgrading, and deleted entries cannot be recovered.

## Pause Account

To temporarily postpone account charges and billing, you can choose to pause your account for 30, 60 or 90 days. The pause period will commence at the end of your current billing cycle. PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. Your campaigns and data will be stored until your account is reactivated. While your account is paused, live campaigns will display a message that says "Currently Unavailable." New form entries will not be collected.

You may not pause your account if your stored entries exceed your plan's Entry Storage limit at the time the pause is requested. You must reduce your stored entry count to at or below your plan's Entry Storage limit before a pause request will be accepted. If you have outstanding Campaign View overages at the time your pause takes effect, any overage charges for the current billing period will be assessed at the end of that billing period in accordance with the Usage Limits and Overage Charges section of these Terms and Conditions, after which the pause will commence. Campaign View and Entry Storage counts do not accumulate during a paused period.

You can reactivate (un-pause) your account at any time before the 30, 60 or 90 day window expires. Upon reactivation, you will have complete access to your account; billing will resume immediately. If you do not reactivate your account manually, it will be automatically reactivated at the end of your 30, 60 or 90 day pause period; billing will resume immediately.

## Cancel Subscription

You may cancel your paid ShortStack subscription at any time. Upon cancellation, your subscription will remain active through the end of your current billing period, during which you will retain full access to all paid features. PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS.

At the end of your current billing period, your subscription will lapse and your account will revert to a free account. At that point, any features or functionality that require a paid subscription will cease to operate. Your account will remain accessible as a free account, subject to the following conditions: (i) you must delete all stored entries from your account; and (ii) your account must otherwise comply with the terms and limitations applicable to free accounts. If you do not delete your stored entries following subscription cancellation, Pancake reserves the right to take any of the actions described in the Free Plan Usage

Limits section of these Terms and Conditions, including deactivation of your account.

If your paid subscription lapses due to non-payment rather than voluntary cancellation, the Account Disablement for Non-Payment provisions of these Terms and Conditions apply. You will have twenty-one (21) days from the date of the missed payment to pay the outstanding balance before your account is disabled.

## Permanently Delete Account

If you wish to permanently delete your ShortStack account and all associated data, you may do so at any time by (i) visiting your Account Settings or by clicking on the Account link in the navigation bar at the top of the screen and following the onscreen prompts, (ii) by requesting and confirming such permanent deletion via email at support@shortstack.com, or (iii) by submitting a support question/ticket and following the onscreen prompts. PERMANENT DELETION REQUESTS RECEIVED VIA EMAIL ARE NOT CONSIDERED FINAL UNTIL YOU RECEIVE WRITTEN CONFIRMATION FROM OUR SUPPORT TEAM. Permanent deletion requests by telephone, postal mail, or other means of communication not expressly permitted herein cannot and will not be accepted or effective.

Permanently deleting your account will immediately and irrevocably result in the deletion of your account and all associated data, including all campaigns, entries, media, analytics, and any other content stored in connection with your account. This action cannot be undone and no content or information can be recovered once your account has been permanently deleted. You assume all responsibility for preserving any content or information you wish to retain prior to permanent deletion. PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS.

Pancake may retain residual copies of your content or information in backup and/or archival copies of ShortStack and related databases following permanent deletion, but such copies, if any, will not be accessible to you. You may request in writing that Pancake delete any such residual copies, and Pancake will make a reasonable commercial effort to timely comply with such a request after it has been made, verified and confirmed.

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# 3-Day Feature Trials

At any time, you may be offered a trial of a ShortStack paid plan feature subject to the terms hereof.

**Payment After Trial Period Ends.** If you sign up for a 3-day free trial of a ShortStack paid feature, and do not upgrade to the appropriate account before the trial period ends, then the feature will be removed from your account. Pancake may, but is not required to, send

you a notice by electronic mail prior to the trial period ending.

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## Paid Plan Trials

Upon creating an account, you may be offered a trial of a ShortStack paid plan subject to the terms hereof.

**Payment After Trial Period Ends.** If you sign up for a free trial of a ShortStack paid plan, and do not cancel before the trial period ends, then your credit card will be charged at the end of the trial period for the amount of the plan you chose to trial. Thereafter, your card will continue to be charged each month or year, depending on whether you chose a monthly or annual plan, until you upgrade/downgrade/pause/cancel your account. Pancake may, but is not required to, send you a notice of the trial period ending and payment due by electronic mail prior to the charging of your account.

If you cancel/permanently delete your ShortStack account prior to the end of the trial period, then your credit card will not be charged.

**Change Trial Plan.** In the event that you change plans during the trial period, the plan last chosen will be the paid plan your credit card is charged for when the trial period expires.

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## Force Majeure

Pancake shall not be liable for any failure or delay in the performance of its obligations under these Terms and Conditions to the extent such failure or delay is caused by circumstances beyond Pancake's reasonable control, including but not limited to acts of God, natural disasters, pandemic, epidemic, war, terrorism, riots, civil unrest, government action, labor disputes, power failures, internet or telecommunications outages, third-party service provider failures, cyberattacks, or any other cause beyond Pancake's reasonable control (each, a "Force Majeure Event"). In the event of a Force Majeure Event, Pancake's obligations will be suspended for the duration of the event. Pancake will make reasonable efforts to notify affected users and to restore service as quickly as practicable. A Force Majeure Event does not relieve you of your payment obligations for services rendered prior to the event.

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## Dispute Resolution; Arbitration; Class Action Waiver

**Informal Resolution.** Before initiating any formal dispute, you agree to first contact Pancake at support@shortstack.com and provide a written description of the dispute, your account details, and the relief you are seeking. The parties agree to attempt to resolve the dispute informally for a period of thirty (30) days from the date of notice. Completion of this informal resolution process is a mandatory prerequisite to initiating arbitration. Failure by either party to complete the informal resolution process before initiating arbitration shall be a procedural bar to the arbitration proceeding, and the arbitrator shall have the authority to dismiss any arbitration initiated without completion of this process. If the dispute is not resolved within the thirty (30) day informal resolution period, either party may proceed to binding arbitration as set forth below.

**Binding Arbitration.** Except as provided below, any dispute, claim, or controversy arising out of or relating to these Terms and Conditions, your use of ShortStack, or any billing or overage matters (collectively, "Disputes") shall be resolved by binding individual arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, rather than in court. The arbitration shall take place in Washoe County, Nevada, or at a mutually agreed upon location. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. Pancake will pay all AAA filing, administration, and arbitrator fees for any arbitration that Pancake initiates. For arbitrations you initiate, Pancake will pay all AAA filing, administrative, and arbitrator fees that exceed the amount you would have paid to file the equivalent claim in a court of general jurisdiction in your home state or in small claims court, whichever is less. You are responsible only for your proportionate share of fees up to that amount. This fee arrangement is intended to ensure that arbitration remains an accessible and cost-effective means of dispute resolution for all users, regardless of the amount in dispute.

Where applicable local, national, or regional law prohibits mandatory arbitration in consumer contracts — including but not limited to users located in the European Union, the United Kingdom, or Switzerland — the mandatory arbitration provision shall be interpreted and applied only to the extent permitted by such applicable law. In jurisdictions where mandatory arbitration is not enforceable, disputes shall be resolved by the courts of competent jurisdiction in the user's home jurisdiction, subject to applicable local law. Regardless of jurisdiction, the informal resolution process described above remains a mandatory prerequisite to initiating any formal legal proceeding, to the fullest extent permitted by applicable law.

**Exceptions.** Either party may bring an individual action in small claims court for disputes within that court's jurisdiction. Either party may also seek emergency injunctive or equitable relief from a court of competent jurisdiction to prevent actual or threatened infringement, misappropriation or violation of intellectual property rights or confidential information.

**Class Action Waiver.** YOU AND PANCAKE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR

CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. Unless both parties agree otherwise, an arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of representative or class proceeding. If this class action waiver is found to be unenforceable, then the entirety of the arbitration provision in this section shall be null and void.

**Jury Trial Waiver.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND PANCAKE EACH WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY DISPUTE.

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## Use of ShortStack on Third-Party Websites

In addition to these Terms and Conditions and any other policies and requirements of Pancake, you must abide by all of the rules, regulations and other policies of Third-Party Websites, including without limitation any Statement of Rights and Responsibilities, or other terms or conditions of service. Should you fail to adhere to the policies of any Third-Party Website, and without limiting any rights of Pancake or any of your obligations hereunder, Pancake reserves the right to terminate your use of ShortStack. Even though ShortStack and Third-Party Websites are not affiliated in any manner, Pancake does not condone or support any violation of the policies of Third-Party Websites.

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## Copyright and Content Ownership

Pancake acknowledges that it has no intellectual property rights in any intellectual property owned by its users and uploaded to or used in ShortStack. Any such intellectual property remains the property of such ShortStack user. However, by allowing your online content to be viewed publicly, including any content developed using ShortStack, you acknowledge and agree that such public content may be freely viewed and shared. You further acknowledge and agree that Pancake is not, in any manner, responsible for the security or protection of any intellectual property or similar content uploaded to ShortStack, the enforcement of any intellectual property or similar rights with respect to such content, and that Pancake shall not be liable for any claims, damages, liabilities or other costs or expenses related thereto.

Pancake does not pre-screen or regularly screen or review any content uploaded to or used in connection with ShortStack, but reserves the right, in its sole discretion, to screen and review any content uploaded to or used in connection with ShortStack, and to remove any content found to violate these terms and conditions.

# Disclaimer of Warranties

SHORTSTACK IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH NO WARRANTIES WHATSOEVER. PANCAKE AND EACH USER OF SHORTSTACK EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. WITHOUT LIMITING THE FOREGOING: PANCAKE AND EACH USER OF SHORTSTACK DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF SHORTSTACK; PANCAKE DISCLAIMS ALL LIABILITY FOR ANY CLAIMS, DAMAGES, LOSSES, COSTS OR EXPENSES (INCLUDING ATTORNEY'S FEES) RELATED TO THE FOLLOWING, AND DOES NOT WARRANT THAT (I) SHORTSTACK WILL MEET YOUR SPECIFIC REQUIREMENTS, (II) SHORTSTACK WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF SHORTSTACK WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH SHORTSTACK WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN SHORTSTACK WILL BE CORRECTED; PANCAKE AND EACH USER OF SHORTSTACK DISCLAIM ANY WARRANTIES FOR ANY INFORMATION, CONTENT OR ADVICE OBTAINED THROUGH SHORTSTACK; AND, PANCAKE AND EACH USER OF SHORTSTACK DISCLAIM ANY WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON SHORTSTACK OR RECEIVED THROUGH ANY LINKS PROVIDED BY SHORTSTACK. YOU UNDERSTAND AND AGREE THAT YOUR USE OF SHORTSTACK IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY LIABILITY, CLAIM, DAMAGES, LOSS, COST OR EXPENSE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, THAT RESULTS FROM OR ARISES FROM YOUR USE OF SHORTSTACK.

# Limitations of Liability

WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, PANCAKE, AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AFFILIATES, SHALL NOT BE LIABLE TO ANY USER, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR (A) ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST PROFITS, REVENUES AND BUSINESS, ARISING OUT OF, UNDER OR RELATING TO THESE TERMS AND CONDITIONS, OR (B) ANY DAMAGES OF ANY KIND ARISING OUT OF, UNDER OR RELATING TO SHORTSTACK IN EXCESS OF THREE TIMES THE MOST RECENT MONTHLY FEE PAID BY SUCH USER IN CONNECTION WITH SHORTSTACK, IF ANY, OR $100, WHICHEVER AMOUNT IS GREATER. THIS LIMITATION

OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE, AND SHALL NOT APPLY TO ANY DAMAGE THAT SHORTSTACK MAY CAUSE YOU INTENTIONALLY OR KNOWINGLY IN VIOLATION OF THESE TERMS AND CONDITIONS OR APPLICABLE LAW, OR AS OTHERWISE MANDATED BY APPLICABLE LAW THAT CANNOT BE DISCLAIMED FROM BY THESE TERMS AND CONDITIONS. FOR THE AVOIDANCE OF DOUBT, OVERAGE CHARGES ASSESSED PURSUANT TO THE USAGE LIMITS AND OVERAGE CHARGES SECTION OF THESE TERMS AND CONDITIONS ARE CONTRACTUAL PAYMENT OBLIGATIONS AND DO NOT CONSTITUTE DAMAGES SUBJECT TO THE LIABILITY CAPS SET FORTH IN THIS SECTION.

## Indemnification

Each user shall, and hereby agrees to, indemnify and hold harmless, Pancake, and its officers, directors, shareholders, employees and affiliates, from any and all claims, losses, damages, liabilities and any other costs and expenses (including attorneys' fees), arising from or related to such user's (i) failure to comply with these Terms and Conditions, (ii) submission or posting of content using ShortStack, or (iii) any use of, access to or other activity engaged in, on or through ShortStack.

## Revisions and Errata

ShortStack could include technical, typographical, or photographic errors. Pancake does not warrant that any of the materials on ShortStack are accurate, complete, or current. Pancake may make changes to ShortStack at any time without notice. Pancake does not, however, make any commitment to update ShortStack.

## Links

Pancake has not reviewed all of the sites linked to ShortStack and is not responsible for the content of any such linked website. The inclusion of any link does not imply endorsement by Pancake of the site or application. Use of any such linked website is at the user's own risk.

# Modifications

Pancake reserves the right to revise these Terms and Conditions at any time without notice. By using ShortStack, you are agreeing to be bound by the then current version of these Terms and Conditions. Notwithstanding the foregoing, where Pancake makes material changes to publicly available plan pricing or introduces new charges applicable to existing paid subscribers, Pancake will make reasonable efforts to communicate such changes to affected customers via email to the address on file prior to the changes taking effect. It is your sole responsibility to maintain a valid and accessible email address on file with your account to receive such notifications. New customers signing up after any pricing change takes effect will be subject to the updated pricing immediately upon account creation.

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# Governing Law

Any claim under these Terms and Conditions or otherwise related to ShortStack or Pancake that is not subject to arbitration pursuant to the Dispute Resolution section of these Terms and Conditions shall be governed by the laws of the State of Nevada without regard to its conflict of law provisions, and shall be exclusively resolved by a state or federal court located in Washoe County, Nevada. You agree to submit to the personal jurisdiction of the courts located within Washoe County, Nevada, for the purpose of litigating all such claims. Notwithstanding the above, you agree that Pancake shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. For users located in jurisdictions where applicable local law prohibits mandatory arbitration or the application of foreign choice-of-law provisions in consumer contracts — including but not limited to users in the European Union, the United Kingdom, and Switzerland — disputes shall be governed by the laws of and resolved in the courts of the user's home jurisdiction, to the extent required by applicable local law.

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# Severability

If any provision of these Terms and Conditions is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; and if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of these Terms and Conditions will not be affected in any way.

# Entire Agreement

You agree that these Terms and Conditions, together with the ShortStack Privacy Policy and any other documents expressly incorporated herein by reference, including without limitation the Data Processing Addendum available at https://www.shortstack.com/data-processing, constitute the entire, complete and exclusive agreement between you and us regarding ShortStack, and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of these Terms and Conditions. In the event of any conflict between these Terms and Conditions and the Data Processing Addendum with respect to the processing of personal data, the Data Processing Addendum shall prevail.

# Waivers

Our failure to act with respect to a breach of these Terms and Conditions by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches.

# Value Added Tax

Pancake Laboratories Inc./ShortStack.com is a non-EU provider with no VAT registration. VAT does not apply to any payment.

# Questions?

Questions about these Terms and Conditions or billing should be addressed to support@shortstack.com.