

# Yiftee Community Card Merchant Agreement

PLEASE READ THIS COMMUNITY CARD MERCHANT AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING THE SERVICE (AS DEFINED BELOW) OFFERED BY YIFTEE INC. ("YIFTEE"). BY ACCESSING OR USING THE SERVICE IN ANY MANNER, THE MERCHANT IDENTIFIED AND INVITED TO PARTICIPATE BY THE COMMUNITY CARD ORGANIZER OR YIFTEE (AS DEFINED BELOW) ("MERCHANT") AGREES THAT IT HAS READ AND AGREES TO BE BOUND BY AND A PARTY TO THE TERMS AND CONDITIONS BELOW. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS. IF YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF AN ORGANIZATION OR OTHER ENTITY, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO AGREE TO THESE TERMS ON THAT ORGANIZATION OR ENTITY'S BEHALF AND BIND THEM TO THESE TERMS.

YIFTEE MAY MODIFY THE TERMS OF THIS AGREEMENT FROM TIME TO TIME, UPON NOTICE TO MERCHANT AND/OR POSTING TO THE YIFTEE WEBSITE. IF MERCHANT DOES NOT WISH TO ACCEPT THE NEW TERMS, ITS SOLE REMEDY (AND YIFTEE'S SOLE LIABILITY) SHALL BE MERCHANT'S TERMINATION OF THIS AGREEMENT.

## 1. Definitions.

1.1 "Merchant" means a merchant, prospect or other contact that sells goods or services and may be using or desire to use Yiftee Services to issue and redeem Community Cards as part of a defined merchant set of Participants.

1.2 "Participant" means a Merchant who has opted-in to participate in a Community Card by processing an Activation Card and agreeing to this Community Card Merchant Agreement

1.3 "Activation Card" means a special Voucher with minimal value used to identify Participant to the Yiftee Services.

1.4 "Yiftee Services" means Yiftee's community card-giving platform. It is the technology foundation for Community Cards used by Participants to issue Vouchers.

1.5 "Purchaser" means a person or entity that purchases Community Cards. When a bonus Community Card is provided in addition to a purchased Community Card, the Purchaser of the bonus Community Card is a Sponsor of the Community Card and is not generally the same person or entity that purchased the non-bonus Community Card.

1.6 "Community Card" or "Comm Card" or "Card" means an instrument containing a Voucher, branded for a community that advertises Merchants who participate and issue Vouchers, which can be used for payment only for goods or services at multiple Participants in a specified geographic area who have opted into the program (a Defined Merchant Set). Participation is generally at the discretion of the Organizer and/or Yiftee. A Community Card

includes the description of where the Community Card may be used, when the Card expires or if the Card doesn't expire, and messaging supplied by the Purchaser. Community Cards are only available in the United States and are limited to operating within state boundaries due to differences in card laws by state. Community Cards may be presented electronically, printed, or on other media as directions or scannable codes that refer Recipient to a web site where they may retrieve the full details of their Community Card.

1.7 "Offer" or "Offers" mean specific benefits that Participants provide to consumers who use their Community Cards in their store, as determined by the Participants and posted on their Community Card web page.

1.8 "Organizer" means an entity located in a geographical area responsible for coordinating the Community Card, Merchants and Participants, and performing local marketing duties to sell Community Cards, for example a Chamber of Commerce, Main Street Association, Downtown Association or City Government.

1.9 "Sponsor" means an entity that subsidizes or otherwise financially supports the sale or use of Community Cards in exchange for recognition of Sponsor within the Community Card program. Sponsors can include Organizers and Participants or other businesses.

1.10 "Yiftee Partner" is an entity contracting with and approved by Yiftee to make the Yiftee Service available via the entity's website or other channel. An Organizer or Sponsor is also a Partner.

1.11 "Merchant Portal" is a part of the Yiftee Services that may be available to some Participants to provide capabilities related specifically to Participant. The Merchant Portal may include features such as the ability to request additional Activation Cards, review the current Merchant Agreement, or edit selected Merchant information such as contact email, location, and images. The available feature set is not guaranteed and is subject to change at any time. Not all Participants may be eligible for access to a Merchant Portal.

1.12 "Yiftee Portal" is the part of the Yiftee Services that Organizer uses to set up and manage the Community Card, manage Merchants and Participants, run reports, send and track their own Community Cards and other management functions. Participants do not generally have access to a Yiftee Portal.

1.13 "Third Party Information" includes content provided by an entity contracting with Yiftee to provide information or advertising that may be of interest to Participant.

1.14 "Promotion" refers to a specific benefit offered to a Purchaser by one or more Sponsors. A Promotion may include a 'Buy One Get One (BOGO)' bonus Voucher provided at no cost to Purchaser as the Promotion was Purchased by the Sponsor.

1.15 "Voucher" means the nonreloadable redeemable instrument provided to a Recipient which includes a 16-digit code, 3-digit CVV and expiration date. The Voucher is contained within

the Community Card. Vouchers are redeemable by the Participant only for the goods and services they provide except as otherwise required by law. Vouchers may be printed and presented on paper or other media, or presented electronically (e.g., via a mobile wallet or display on a phone). "Tap To Pay" refers to the process of redeeming a Voucher using a mobile wallet. A Voucher has a fixed initial value that is decremented upon redemption. Vouchers cannot be combined or reloaded.

1.16 "Recipient" means the holder of a Voucher who presents the Voucher for redemption. The Recipient may also be the Purchaser.

1.17 "Interchange Rate" means the amount a Merchant pays their credit card acquirer to process **Mastercard World Elite Business** credit cards which is how Vouchers are charged. This amount may vary depending upon how the Voucher codes are entered. Manual entry ("Card Not Present" or CNP) transactions may be more expensive than transactions processed via a mobile wallet ("Tap To Pay"). Merchants who cannot accept Mastercard World Elite Business credit cards cannot participate in the Community Card.

## 2. Opting into the Community Card

Organizers or the Merchants themselves must provide Yiftee with Merchant's location, name of a manager or owner and their contact information, and the necessary information ("Receipt Name") to identify their credit card processing system(s). The Receipt Names are typically obtained by having each Merchant location process one or more Activation Cards, although other means of communicating this information may be mutually agreed upon. Vouchers are authorized and settled in the same way a phoned-in credit card order (Card Not Present or CNP transaction) or Tap To Pay from a mobile wallet is processed via the same credit card processing system in use by the Merchant for ordinary credit cards. It is up to the Merchant to ensure that the Receipt Name information is kept current whenever the information associated with the credit card processing system at any Participant location has been changed, for example if Participant gets a new POS or changes credit card processors. Participants may need to process more than one unique Activation Card if they have multiple POS's, including eCommerce for online sales.

Receipt Name information enables Yiftee to ensure that a Voucher associated with a Community Card is redeemable only at a Participant's location or locations. The information in question is defined in the ISO 8583 specification as published by the International Organization for Standardization. In particular, the data we require for each Participant location (and if there are different credit card processing systems in a given location with different ISO 8583 information, we require for each such system as well) is fields 32, 42 and 43 in the ISO 8583 specification (Acquiring institution identification code, Card acceptor identification code, and Card acceptor name.) This information is usually the same as the information printed on a customer receipt ("Receipt Name") and it is possible that a single POS or credit card system may have multiple Receipt Names, each of which requires an Activation Card to be processed. Online purchases may not be suitable for all merchants since most web sites do not allow multiple credit cards to pay for a single purchase; as a result, a Yiftee Voucher for \$20 could not be used for a

\$30 purchase for example. Activations may be subject to a delay in becoming live once Yiftee has accepted the activation (typically 24 hours or less). Activations not processed on systems directly tied to Merchant's place of business are not valid.

Activation Cards are generally provided to Participant by email to their specified contact email when invited to participate by Organizer or Yiftee, or upon signing up if self-registration is permitted. If needed for additional terminals with different Receipt Names, new activation cards may be requested from the Organizer, Yiftee, or if available, a Merchant Portal. Each Activation Card is a small value (typically \$0.10) instrument that, when authorized like a credit card, will provide to Yiftee the above noted ISO field information. It is not necessary to process the Activation Card for \$0.10 as some systems demand minimum transaction sizes in excess of this amount – in this case Participant may attempt to activate for up to \$1. The authorization may not succeed but the Activation Card web page (the page which contains the Activation Card) will indicate the status of the activation which may succeed even if the authorization is declined.

When a Recipient attempts to redeem a Voucher, that Voucher will not be able to be authorized by any Participant not in the Defined Merchant Set of participating merchants in a Community Card as identified by the above-noted ISO fields for all Participants. However, sometimes Yiftee will attempt to automatically correct for missing Receipt Name information as a Voucher can be redeemed if Yiftee can match the failed information to other data known about the Participant. There is no guarantee that Yiftee will be able to correctly match the missing information. The Recipient is also bound to present a Voucher only at a participating merchant as noted in the Terms of Use the Recipient agreed to. Activation cards may not work for Tap To Pay authorizations. Contact [support@yiftee.com](mailto:support@yiftee.com) if you cannot process CNP transactions for your Activation Cards to see if a workaround to this limitation is possible.

Participant must have a merchant account with their credit card processor or otherwise have unique ISO 8583 information associated with their account. That is, the merchant of record on any credit card transaction must be the Participant, and not a third party. Certain PayPal accounts, for example, may not be associated with a merchant account. Yiftee cannot generally process Vouchers for Participants who do not have a merchant account for their credit card processing. In case of doubt, Yiftee may request that Participant process an Activation Card to enable Yiftee to make a determination as to the suitability of the credit card processing system. Certain merchant classifications (MCC codes) are also disallowed by Yiftee at Yiftee's sole discretion. If Participant cannot process a Mastercard World Elite Business credit card, Participant cannot participate in the program. If Participant cannot process a Card Not Present (CNP) credit card transaction (as they would when accepting a phoned-in credit card order) and/or a Tap To Pay credit card transaction from a mobile wallet Participant cannot participate in the program.

If Participant is provided with access to a Merchant Portal, Participant agrees to fully indemnify defend and hold harmless Yiftee and Organizer against any changes using the Merchant Portal made by Participant or anyone who gains access to Participant's Merchant Portal. Unacceptable

changes may be removed by Yiftee or Organizer without notice. Any use of the Merchant Portal implies full acceptance of the Agreement.

Yiftee may display (on any available Merchant Portal) or email Information containing Third Party Information, information about the program and its results, and messaging from Yiftee Partners, to Participant. Email may be sent to the email address in the Merchant contact information or other contact information that may be publicly available or supplied by Organizer, or at the email address used for any available Merchant Portal.

**By processing the Activation Card (or otherwise providing ISO 8583 information) Merchant is opting into the Community Card and agreeing that Yiftee will act as its agent for managing, selling and redeeming the Community Card and Merchant's participation in the Community Card will be openly advertised on the Yiftee Services or other media. Merchant further agrees to the Terms and Conditions of this Merchant Agreement and is responsible for redeeming the Vouchers presented to Merchant for authorization including ensuring Merchant's staff know how to redeem them and understand that these Vouchers must be accepted.** Henceforth Merchant is a Participant in the Community Card. Participant represents that anyone who processes an Activation Card is acting on behalf of Participant.

**Any Voucher that successfully authorizes must be redeemed for the value authorized. Authorizing a Voucher for an amount fully satisfies the Recipient's obligation to Participant for that amount.**

### 3. Community Card Purchase.

Yiftee, Organizer, Participants or a Yiftee Partner may feature a Community Card and Participant's place of business generally on their website, via the Yiftee Developer Interface (Yiftee API) and on any Yiftee mobile applications which may be developed or available (such website(s), Yiftee API and applications together, the "Services"), and allow Yiftee Purchasers to "build a card" by specifying a Card amount (up to a Yiftee-specified maximum) that they wish to purchase for themselves or other Recipients, to be redeemed for any products and services then-currently and publicly available at Participant's place of business at the time of redemption (Vouchers associated with a Card are General Use, not for specific goods or services a Merchant may sell.). Yiftee or its Partners, or Purchasers or Recipients of Community Cards may refer to their Cards and the Participants associated with these cards on social media and may deliver messaging via social media that may be viewed by an audience other than the specific recipient of the card. Yiftee may make available to Organizer (and not the Participant) a Dashboard for accessing information about Community Card redemptions for all Participants and for managing other aspects of their Yiftee account. Organizer will have access to per-merchant card redemption data as will Yiftee.

Yiftee may receive customer support or information queries relating to Participant. Yiftee reserves the right to communicate with Participant via text (text message rates may apply), phone, or email about any such customer communication and/or to provide Participant contact

information directly to a customer to resolve a support issue, and Participant agrees to respond to such customer communication promptly and honor the requirements of §6.1 below.

Some costs or benefits of the Community Card may be underwritten by Sponsors. Yiftee, in its sole discretion, may provide either directly to Participant or indirectly via Organizer or other third party, materials that advertise the Community Card and any Sponsors of the Community Card. Such materials could include for example window clings or other signage or cards to distribute to customers and Participant agrees to the reasonable display/distribution of these materials. Yiftee may also request (but not require) that Participant insert messaging about the Community Card on Participant's website or social media vehicles.

Yiftee, at Participant's direction or approval and with Yiftee's approval which is given at Yiftee's sole discretion, may also (but is under no obligation to), feature on the Services, at its discretion and subject to the terms and conditions of this Agreement, an Offer or other information without any cash value, but which may entitle Recipients at Participant's establishment to discounts, free or discounted items, or other benefits as defined by Participant under terms and conditions provided by Participant. If requested by Yiftee a supplemental agreement between Yiftee and Participant may be required for the implementation of the Offer. Participant hereby accepts full responsibility for the content of such advertising or Offers and releases Yiftee from all liability in connection with this advertising or Offers. Participant will defend, indemnify, and hold harmless Yiftee, its officers, officials and employees against any and all claims, suits, actions, or liabilities resulting from Participant advertisements or Offers on Yiftee's website or other media including if Participant uses a third party such as the Organizer to upload Offers or advertising to the Yiftee Services.

3.1 Participant will provide Yiftee either directly or via the Organizer, on a timely basis, with all reasonably requested information regarding Participant's place of business generally, including merchant name, physical address, web address, contact information which must include an email address, and other information as may be requested that is descriptive of the Participant. It is Participant's responsibility to keep this information and that regarding any of its additional locations up to date at all times including adding or closing branches or related stores, changing product, location or telephone data and updating Offers. **Once opted-in, Participant's status as participating in the Community Card will be made public and displayed on Yiftee, Organizer, Sponsor or other websites, applications, and social media.**

3.2 Yiftee will collect payment from Purchaser (who may be a Participant) and deliver Community Cards electronically or by other means to Recipients (who may also be the Purchaser). All Purchasers and Recipients as well as Participants must abide by [Terms of Use](#). **Yiftee evaluates all Purchases for the potential for fraud including any purchases made on behalf of the actual Purchaser even if consent to Participant or other third party was given for such purchase, or attempts by Purchaser to use multiple identities to circumvent any promotion limits, and Yiftee makes no representation as to the amount of time needed to evaluate a Purchase and no guarantee that any given purchase will be accepted. Once a Purchase has been accepted, the Voucher(s) associated with that Purchase are immediately**

**redeemable by a Participant and must be accepted by Participant under the Terms in this Agreement.**

3.3 Yiftee is under no obligation to enroll any Participant in the Yiftee program, even if Participant has been advised that such enrollment is possible. Acceptance into the Yiftee program is at the sole discretion of Yiftee and/or Organizer. Participants with multiple physical locations may not be permitted to enroll all of their locations or e-commerce sites. Participants may be removed from the program at the request of the Organizer or by Yiftee for any reason and without notification. Yiftee does not guarantee that all merchants indicated as participating at a particular time will be available later for redeeming cards as the set of participating merchants is subject to change.

3.4 Participant is solely responsible for the goods and services they provide and indemnifies, defends and holds Yiftee harmless for any issues whatsoever related to goods or services offered by Participant.

#### 4. Card Redemption.

Participant will redeem each Voucher, in accordance with the terms and conditions herein, by processing such voucher as a standard "Card Not Present"(CNP) manually-entered transaction or via Tap To Pay using a mobile wallet. Participants are remunerated for Voucher redemptions via their normal credit card processing system subsequent to Settlement. Vouchers will be rejected if the terminal they are processed at is not one which has properly Activated. **Participant must redeem Vouchers only for goods and services they provide. Attempts to redeem Vouchers, including promotional Vouchers, purely for their cash value, or attempts to redeem Vouchers fraudulently purchased by Participant may result in immediate termination from the program and recovery of misused redemption funds via chargeback or other means.**

##### 4.1

###### (i) Voucher Authorization and Settlement

At the time of redeeming a Voucher, the amount requested is "Authorized" wherein the Participant's payment processor accepts or declines the requested amount. Participant will not receive remuneration for any amount that is not Authorized, and Participant assumes all risks if they undertake an 'offline' authorization where certain transactions are assumed to be valid, and authorization is attempted at a later time. The Recipient or Participant may need to query the Yiftee Services in order to find the current balance available on their Voucher; Settlements (which finalize an Authorization and trigger subsequent clearing and remuneration to Participant and which often take place well after Authorization) beyond the Authorized amount (such as when tips are added after Authorization or Settling multiple Authorizations with a single Settlement) or which lack proper Authorization by use of a force posting will result in either (at Yiftee's sole discretion) a chargeback against the Voucher for the amount in excess of the Authorization, or an invoice to the Participant which is payable immediately upon receipt.

Alternatively, Yiftee may request that the Participant issue a credit to the Voucher that was overcharged. Participants are remunerated for Settled Authorizations via their normal credit processing system in the normal timeframe for such payments being made by their credit card processor.

Attempts to Authorize a charge in excess of the remaining value of the Voucher will be declined. It is recommended that all tips be processed by other means than a Yiftee Voucher unless tips are included in the total being Authorized, and tips, as well as any amounts in excess of the Authorized amount are to be processed separately (with a "split tender" transaction). Remote billing terminals that ask for a tip at time of presentation to the Recipient do not generally Authorize the tip and the tip is added to the amount Settled, not the amount Authorized and may result in a Settlement in excess of the Authorized amount. Note that a printed Voucher may show a remaining balance that is not current and that in some cases any Voucher balance may have been reduced for reasons other than prior Authorizations or Settlements including but not limited to service fees where applicable.

Web-based transactions may be impractical for use with Yiftee if the website cannot process split tender transactions since an item costing more than the value of the Yiftee Voucher cannot be paid for exclusively by the Yiftee Voucher and no other means of payment is available to the customer.

Authorized amounts that are voided, reversed, or refunded by Participant without reference to a prior Authorization and are later cleared and settled by Participant may also be subject to invoice or collection from Participant as described above. Participants who utilize offline Authorizations (which are approved without a real-time Authorization and intended to be Authorized at a later time than the actual transaction time) run the risk of accepting a Voucher which may later not Authorize for the requested amount; in such case, Yiftee is not responsible for any refunds to Participant or for settling any disputes between a Participant and a Recipient. A Participant who accepts a Voucher for payment for any reason without Authorizing is solely responsible for the value accepted. For example, the customer may present an expired or fully used or cancelled Voucher (possibly due to potential fraud or if the associated Community Card purchase was cancelled and refunded) for payment and claim that it should work. This can result, if accepted by the Participant without Authorization, in a transaction that Yiftee cannot honor.

Participant will redeem the Voucher for any products or services currently and publicly available at Participant's place of business at the time of redemption, as long as the total for such products and services inclusive of any applicable taxes and fees does not exceed the remaining value of the Voucher. If the amount of the goods or services is in excess of the authorizable amount of the Voucher, Participant agrees to accept the Authorized amount as partial payment for the goods or services and request the remaining amount from a different funding vehicle (such as cash or a credit card or a different Voucher). This is often called a "split tender" transaction. Recipient can check the balance of their voucher by refreshing their Community Card link or in some cases using a Yiftee app, and Participant or Recipient can check the balance of a voucher at [www.yiftee.com](http://www.yiftee.com).

Vouchers may not be redeemed for cash or gift cards. In some states, cards with a remaining value less than a specified threshold are required to be redeemed for cash if requested by the Recipient, and Participant agrees to honor these requirements. If it is not possible to do so, merchant may refer Participant to Yiftee support at [support@yiftee.com](mailto:support@yiftee.com) for assistance.

(ii) Voucher expiration.

A Community Card may carry a Card Expiration Date which determines the last day the Voucher can be redeemed (for promotional or reward cards) or indicate the Voucher does not expire. In addition, a Voucher will contain a Voucher Expiration Date which is analogous to the expiration date on an ordinary credit card (this is the mm/yy indication on the Voucher that accompanies the 16-digit PAN and CVV.) Both dates are to be interpreted in Greenwich Mean Time (GMT) unless otherwise specified. A Community Card may have no expiration date in which case the Card is always valid as long as Authorizable value remains on the Voucher (unless State or Federal unclaimed property laws take precedence) although in some cases where permitted by law, service fees may deplete the remaining value on the Voucher including to a value of \$0. The Yiftee system may enforce the Card Expiration Date even if the Voucher Expiration Date is a later date. If the Voucher expiration date has passed and the Card carries no Expiration Date, Recipient may contact [support@yiftee.com](mailto:support@yiftee.com) for assistance in renewing their Voucher at no cost or by following instructions for renewing the Voucher as described in the [Terms of Use](#) or described on the Voucher or Community Card. Such requests cannot be granted if the Voucher has expired (only promotional Vouchers given as awards, rewards, promotions or incentives can expire). Note that the codes and Voucher Expiration Date on a renewed voucher will generally differ from the codes on the expired Voucher. Participant should not honor a Voucher redemption that is rejected for expiration and instead refer the Recipient to [support@yiftee.com](mailto:support@yiftee.com) for assistance in obtaining a new Voucher if possible.

(iii) Customer Service

Merchant authorizes Yiftee to manage customer recovery situations as Yiftee deems appropriate. If a Voucher needs to be refunded or reversed, the Authorization that is being refunded or voided should be associated with the refund or reversal. Refunds generally result in the amount of refund automatically returned to Recipient's Voucher. If the Participant credit card processing system simply marks an Authorization not to be settled in order to implement a refund, the Authorization may require Yiftee support to manually clear it and assurance from Participant that no Settlement will be undertaken. Manual intervention for reversed Authorizations that are not tied to the authorization itself may also be required. Merchant may direct customer to [support@yiftee.com](mailto:support@yiftee.com) for further assistance in service recovery situations.

(iv) Reasons for decline

A Voucher Authorization may be declined and Yiftee assumes no responsibility for any failures in Voucher processing including but not limited to any of the following causes. **Participant accepts for payment a Voucher that they cannot properly Authorize at their own risk and**

**Yiftee assumes no liability for processing or remunerating any such un-Authorized transactions.**

- a) The amount of the Authorization exceeds the available remaining value of the Voucher.
- b) Merchant or Participant has not been authorized by Organizer to participate in the Community Card
- c) If any data (PAN, CVV, expiration) is incorrectly entered into the credit card processing system.
- d) Data is input not as a card-not-present transaction but as a POS-specific card such as a plastic gift card number
- e) The Card Expiration Date has passed (in GMT time)
- f) The Voucher Expiration Date has expired (in GMT time)
- g) The credit card processing system you use is denying card-not-present (CNP) transactions (refer Recipient to use of Tap To Pay in these cases)
- h) There is a timeout or other system error in processing the Voucher on the credit card processing system
- i) The Participant's identity information (ISO 8583 parameters) has not been set or updated with an Activation Card.
- j) The Voucher has been cancelled or blocked
- k) Voucher is processed for a transaction type other than Authorization, refund or void including balance query or advice or \$0 or \$1 validation
- l) Participant MCC code is currently associated with gambling, massage parlors, escort services, or financial products or cash, or other MCC code not accepted by Yiftee.
- m) Participant is not in the United States
- n) The credit card processing system suspects fraud and blocks the transaction
- o) The credit card network is offline
- p) The Voucher was forged and does not contain valid information.
- q) Participant has been removed from the Yiftee Services.

4.2 Participant is responsible for all applicable taxes, and in no event will Yiftee ever be responsible for any amount in excess of the amount successfully Authorized at Merchant's point of sale or credit card system. Vouchers should not be accepted for the purchase of gift cards.

4.3 Participant will provide suitable instructions to Participant employees on how to properly redeem a Voucher.

4.4 Participant, and not Yiftee, shall be solely responsible for any claims, losses, or costs suffered by a Recipient in connection with Participant's products or services.

4.5 Participant acknowledges and agrees that any party that offers Community Cards is an intended third-party beneficiary of the indemnities contained in the Merchant Agreement. Participant acknowledges and agrees that it will not assert a defense based upon lack of privity against any party that offers such Community Cards.

## 5. Payment; Taxes.

Yiftee does not restrict Organizers from charging Participants a fee to participate in the program.

5.1 Participant will receive payment for the authorized amount of redemption in connection with a Card only after the applicable Voucher for such Card has been authorized and settled for that amount; all payments to Participant will be made via the applicable Voucher payment processor (the "Voucher Payment Processor") who processes payments to the merchant for redemption of ordinary Mastercard credit cards. Participants accepting Vouchers which cannot be authorized in full for the amount of purchase will not receive remuneration for any unauthorized amount. Participant will authorize payments in advance to ensure the amount being charged is within the remaining balance of the Voucher. If the amount of the customer's purchase exceeds the Voucher value, Merchant will make its best effort to split the transaction so that the customer can pay the difference by another means. Yiftee has the right to dispute any overages settled by Participant including those done as offline transactions. Vouchers are subject to credit card processing fees per the applicable Interchange Rate.

5.2 Yiftee strongly discourages charging any credit card processing fees (where permitted by law) to Recipients for redeeming their Voucher merely because the Voucher is processed like a credit card. If you are unable to disable such fees, Participant agrees to prominently display the fees that would be charged and ensure all staff understand the fees and how they may impact a customer attempting to redeem a Voucher for a given amount when the actual amount attempted to authorize will exceed that amount due to fees. Yiftee reserves the right to deny or revoke participation in the Yiftee Services to Merchants who charge these fees.

5.3 Participant shall bear and be responsible for any applicable federal, state, local, and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes) relating to the subject matter hereunder.

## 6. Compliance with Laws.

Yiftee and Participant shall comply with all applicable laws with respect to the subject matter of this Agreement, including, without limitation, laws prohibiting Participant from providing alcohol or tobacco products to those under the legal age to purchase or consume such items. If Participant believes it is unlawful to redeem a Voucher (for example, if a minor attempts to redeem a Voucher for an alcoholic beverage), Participant has the obligation to deny service.

6.1 Participant will comply with all applicable laws with respect to the sending of email, text or SMS messages ("Texts") in connection with Community Cards, including without limitation the CAN-SPAM Act of 2003, the Telephone Consumer Protection Act of 1991 (the "TCPA"), the Do-Not-Call Implementation Act, and any other similar or analogous anti-spam, data protection, or privacy legislation in any jurisdiction. In particular, Participant acknowledges that the TCPA, generally prohibits (1) the making of telemarketing calls using an artificial or prerecorded voice to residential telephones without prior express consent; and (2) the making of any non-emergency call using an automatic telephone dialing system or an artificial or prerecorded voice to a wireless telephone number, in each case, without prior express consent. Participant represents and warrants that the owners of the phone numbers to which Texts are sent have given prior express consent or otherwise opted-in to the receipt of such calls or messages as required by any applicable law or regulation. Participant will provide a means for opting out of any further communication via Text or email to anyone receiving said Text or email. Yiftee will not be responsible for Participant's compliance with the aforementioned laws and Participant will defend, indemnify, and hold harmless Yiftee, its officers, officials and employees against any and all claims, suits, actions, or liabilities resulting from Participant's communication with Recipients, Purchasers, Organizers, Sponsors or others associated with the Community Card.

## 7. Term and Termination.

This Agreement will be in effect from the date agreed to by Participant (**which Agreement is assumed when Participant first processes an Activation Card**) and continue until terminated by either party, in accordance with the provisions of this Section. **Any processing of an Activation Card is presumed to represent the full intentions of the Participant to accept this Agreement regardless of who processes the Activation card at the Merchant's credit card processing system.** This Agreement may be terminated by either party immediately for any or no reason. In the event of termination, Participant will no longer be included on the list of participating merchants on the Community Card web page that Yiftee maintains as of the effective date of termination and, at Yiftee's sole discretion, may also be blocked from Authorizing Vouchers. Yiftee is not responsible for removal of any other mention of Participant's participation. Other than accepting Vouchers for redemption (unless new Authorizations are not blocked), all aspects of this Agreement will remain in force after termination. To request removal as a Participant in the Community Card, contact [support@yiftee.com](mailto:support@yiftee.com). Yiftee may terminate a Participant with or without notice and may terminate at request of Organizer with or without notice. In limited cases a specific termination may be provisional or removed upon written agreement between Participant, Yiftee, and if applicable, Organizer. **In no event will**

**Yiftee be responsible for any claim of loss of revenue or reputational harm of Participant or any other damages or liabilities resulting from termination.**

## 8. Use of Marks.

Except as otherwise explicitly provided herein, neither party shall use the other party's names, trademarks, service marks or logos (collectively, "Marks") without the prior written consent of the other party. Yiftee may use Participant's Marks on the Services and any services partnered or associated with Yiftee in connection with the provision or promotion of any Card or in Yiftee's marketing and publicity materials. Participant may obtain Yiftee's official media kit by request to Yiftee, which may contain images of certain Yiftee Marks (the "Official Yiftee Marks"). Participant may use Official Yiftee Marks in its marketing materials, to promote the Services on Participant's social media, on its website (including by linking to the Services) and other marketing programs. All Official Yiftee Marks must be used in the exact form they are provided by Yiftee, and use of the Official Yiftee Marks must at all times be in compliance with Yiftee's then-current trademark guidelines, the current version of which are available at [trademark usage](#) (the "Trademark Guidelines"), which are incorporated herein by reference. The Trademark Guidelines are subject to change.

## 9. Content License.

If Participant has provided Yiftee photos, images, text, data, or other materials or content (collectively, "Content"), Participant hereby grants Yiftee a royalty-free, nonexclusive, worldwide, license to display, reproduce, distribute, modify, prepare derivative works of, perform, and otherwise use and exploit all Content in connection with the promotion and marketing of the Cards and the Services as long as this agreement is in effect. Transactional data including Voucher redemption data can be shared with the associated Purchaser or Recipient, or the Organizer or Sponsor for reporting and analytical purposes but only aggregated sales data that is not directly identified to Participant may be provided to other third parties unless required by law or is part of the system that processes Voucher Authorization, Settlement, clearing and remuneration to Participant. No entity (Organizer, Partner, Sponsor, Participant) will receive personally identifying information about Card Recipients in any form unless Recipient is also the Purchaser or as part of a customer support necessity. The Organizer (and not the Participant unless expressly approved by Yiftee) may receive email address and name of Purchaser for marketing purposes but only subject to Yiftee's [privacy policy](#) and a mechanism to opt out of any such correspondence must be provided. **In no event may Participants sell or distribute any information obtained via the Yiftee Services to any third party. Yiftee may use Participant photos, images, text and data found publicly on the Internet although Participant may request Yiftee to make substitutions or changes in such publicly available information that Yiftee uses.**

## 10. Representations and Warranties.

10.1 Each party represents and warrants that (i) it has power and authority to enter this Agreement; (ii) the person executing this Agreement on behalf of a party has power and

authority to bind such party to this Agreement; and (iii) its entry into and performance of this Agreement will not breach any contractual obligations with third parties.

10.2 Participant represents and warrants: (i) it will honor the terms of all Vouchers therefor; (ii) it shall provide all relevant customer support in connection with all Vouchers in a professional manner; (iii) it shall comply with all applicable laws, including but not limited to CAN-SPAM and TCPA, and shall not infringe the intellectual property or privacy or other right of any other person or entity with respect to the subject matter of this Agreement; and (iv) if applicable, it has all necessary rights to grant the license in Section 9 above, including the right to use the name, likeness, and identifying information of any identifiable person in the Content.

10.3 Yiftee represents and warrants that it shall perform its obligations to Merchant issuing Vouchers hereunder in a professional manner.

## 11. Warranty Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, YIFTEE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES OR ANY OF THE SERVICES AVAILABLE FROM YIFTEE IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION THE MANNER IN WHICH THE CARD IS DISPLAYED ON THE SERVICES, AND YIFTEE HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SUBJECT MATTER UNDER THIS AGREEMENT, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

## 12. Confidentiality and Privacy.

Participant may receive business, technical, financial, or other information, materials, and/or ideas from Yiftee during the term of this Agreement ("Yiftee Confidential Information"). Participant agrees to hold in confidence and not use or disclose (except as specifically allowed hereunder) the Yiftee Confidential Information. Yiftee has no obligation to provide any Confidential Information to Participant beyond that needed for required accounting purposes, but Yiftee may, in its sole discretion, provide additional information other than personal information about Purchasers or Recipients (such as aggregated or anonymized statistics) to the Participant. Yiftee may receive business, technical, financial, or other information, materials, and/or ideas from Participant or Participant's agent during the term of this Agreement ("Participant Confidential Information"). Participant Confidential Information does not include information specifically noted in section 3.1 above, or any redemption information and statistics provided to the Organizer or Sponsor or Yiftee, or information required to be provided to entities involved in the processing of Voucher authorization and settlement, or information that does not specifically identify Participant, for example as in aggregated or anonymized statistics. Yiftee agrees to hold in confidence and not use or disclose the Participant Confidential Information. Notwithstanding anything to the contrary, Yiftee may use and disclose to Participant personal information about Purchasers or Recipients for the sole purpose of customer support. Participant may not disclose such information to any third party or use this

information for any purpose other than resolution of the support issue being addressed and the compliance outlined in §6.1 above must be adhered to. Participant agrees that Yiftee may provide Participant contact information to Purchaser or Recipient or other party for any customer support issue as needed without prior approval by Participant.

### 13. Indemnity.

Participant will indemnify, defend and hold Yiftee, MasterCard, Organizer and Sponsor and each of their parents, subsidiaries, affiliates, officers, and employees, respectively, harmless (including, without limitation, from all damages, fines, refunds, injuries, interest, expenses, liabilities, settlements, costs and attorneys' fees) from any claim or demand made by any third party (including without limitation any user of the Yiftee Services) directly or indirectly due to or arising out of (a) content and fulfillment of any Vouchers (b) Participant's breach of any of its warranties under this Agreement; (c) Participant's breach of any of its obligations in this Agreement; (d) the operation or content of Participant's website; (e) Participant's actual or alleged violation or infringement of any intellectual property or privacy rights of any third-party; (f) listings of Participant information whether or not such information is correct; and (g) the quality, legitimacy or legality of any product, service or other thing that is the subject of a Voucher, or any consumer dispute concerning any matter relating thereto (each, a "Merchant Claim").

### 14. Limitation of Liability.

IN NO EVENT SHALL YIFTEE OR ITS SUPPLIERS OR PARTNERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE WITH RESPECT TO THE SERVICES OR ANY SERVICES PROVIDED BY YIFTEE OR THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE GREATER OF (A) \$500 OR (B) FEES CLAIMED WERE PROVABLY NOT PAID TO PARTICIPANT BY YIFTEE THROUGH THE APPLICABLE VOUCHER PAYMENT PROCESSOR IN CONNECTION WITH THE VOUCHERS PROPERLY AUTHORIZED AND SETTLED BY PARTICIPANT PURSUANT TO THIS AGREEMENT, DURING THE TWELVE MONTH PERIOD PRECEDING THE APPLICABLE CLAIM; (II) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (III) FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR (IV) FOR ANY MATTER BEYOND YIFTEE'S REASONABLE CONTROL. YOU ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL MASTERCARD OR ANY OTHER VOUCHER PAYMENT PROCESSOR AND/OR ITS OR THEIR SERVICE PROVIDERS BE LIABLE TO YOU WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF, OR THE ABILITY OR INABILITY TO ACCESS AND USE THE YIFTEE SERVICE. TO THE EXTENT PERMITTED BY LAW, THE LIABILITY OF MASTERCARD AND ANY OTHER VOUCHER PAYMENT PROCESSOR AND ANY OF THEIR SERVICE PROVIDERS, COLLECTIVELY, IN RELATION TO ANY TRANSACTION IS LIMITED IN THE AGGREGATE TO ZERO DOLLARS (\$0).

### 15. Class Action Waiver.

Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither You nor Yiftee will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

#### 16. Arbitration and Venue, Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of legal provisions thereof. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in Santa Clara County, California, using the English language in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Streamlined Arbitration Rules and Procedures of JAMS. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in the Northern District of California. **You understand and agree that Participant and Yiftee are waiving the right to a jury trial or trial before a judge in a public court. The Parties agree they will not contest the choice of law and venue provisions in this Paragraph. Each party irrevocably waives any objection to venue or inconvenient forum.**

#### 17. Miscellaneous.

The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. Yiftee shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Yiftee's reasonable control, including, without limitation, necessary scheduled or unscheduled maintenance, mechanical, electronic or communications failure or degradation (including "line-noise" interference). If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Participant except with Yiftee's prior written consent. Yiftee may transfer, assign or delegate this Agreement and its rights and obligations without consent. You agree that MasterCard is a third- party beneficiary of this Agreement for the purposes of exercising any of its rights expressly set forth hereunder

Both parties agree that, except as otherwise provided herein, this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to

the subject matter of this Agreement. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Participant does not have any authority of any kind to bind Yiftee in any respect whatsoever.

Last updated: December 27, 2025