

# Yiftee Community Card Merchant Agreement

## 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 redeem Community Cards.

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

1.3 "Yiftee Services" means Yiftee's gift-giving platform. It is the technology foundation for Community Cards.

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

1.5 "Community Card" or "Comm Card" means a virtual gift voucher, branded for a Community, which can be used for payment for goods or services at multiple disassociated brand Participants in a specified geographic area. Payment for Community Card redemption at any Participant requires that the Merchant has opted-in to their specific Community Card

program and shall be made through a deposit account held at a member of the US Federal Reserve System that is an FDIC-insured bank. Community Cards are only available in the United States and are limited to operating within state boundaries due to differences in gift card laws by state.

1.6 "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.

1.7 "Organizer" means the 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.

1.8 "Sponsor" means an entity that subsidizes or otherwise supports the sale or use of Community cards in exchange for recognition of Sponsor within the Community Card program.

1.9 "Yiftee Affiliate" 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 an affiliate.

1.10 "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.

1.11 "Promotion" refers to a specific benefit offered to a Recipient by an individual Participant, Sponsor, Yiftee Affiliate or other third party.

1.12 "Voucher" means the redeemable instrument provided to a customer which includes a 16-digit code, 3-digit CVV and expiration date. "Gift" means the description of where the gift may be used, when the gift expires or if the gift doesn't expire, and messaging supplied by the Purchaser. The Voucher is contained within the Gift.

1.13 "Recipient" means the holder of a Voucher who presents the Voucher for redemption.

1.14 A "zGift" is a coupon where no money changes hands between Recipient and Participant at the time of the transaction.

## 2. Opting into the Community Card, Merchant Agreement and Yiftee Services.

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 to identify their credit/debit card processing system(s). This is typically done by having each Merchant location process an Activation Card, although other means of communicating this information may be mutually agreed upon. Vouchers are processed in the same way a phoned-in credit card order is authorized and settled via the same credit card processing system in use by Merchant

for ordinary credit cards. It is up to the Merchant to ensure that this 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. Participant may need to process more than one unique Activation Card if they have multiple POS's, including eCommerce for online sales. This information enables Yiftee to ensure that a Voucher associated with a Participant is redeemable only at that 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.) 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 are subject to a delay in becoming live once Yiftee has accepted the activation (typically 24 hours).

Activation Cards are provided to Participant when they are invited to participate by Organizer, or upon sign up, or as needed for additional locations or terminals from the Organizer's Yiftee Portal. Each Activation Card is a small value (typically \$0.10) Voucher that, when processed like a credit card, will provide to Yiftee the above noted ISO field information. It is not necessary to run the Activation Card for \$0.10 as some systems demand minimum transaction sizes in excess of this amount. 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 redeems a Voucher, that Voucher will not be accepted by any Participant other than the Participant set associated with the above-noted ISO fields. However, sometimes Yiftee will attempt to automatically correct for missing ISO information as a Voucher is redeemed if we can match the failed information to other data we have about the Participant. This matching process is not perfect and could result in a Voucher being redeemed at a different Participant than the one specified by the Voucher. However, this would require the Recipient to violate the Terms of Voucher redemption as well as a failure of the matching process to be restricted to the Participant associated with the Voucher. Yiftee assumes no liability for incorrect matches which allow a Voucher to be redeemed at a Participant not specified by the Voucher.

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 and Square 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 Card Not Present (CNP) credit card transaction

(as they would when accepting a phoned-in credit card order) Participant cannot participate in the program unless and until they are able to accept CNP transactions.

By processing the Activation Card (or otherwise providing ISO 8583 information) Merchant is opting into the Community Card and agrees to the Terms and Conditions of this Merchant Agreement. Henceforth Merchant is a Participant in the Community Card. Participant may opt out of the Community Card by notifying Organizer or Yiftee who will remove them from the list of Participants available on the public-facing webpages. Opting out of the Community Card does not relieve Merchant from obligation to accept already issued Vouchers.

### 3. Gift Purchase.

3.1 Yiftee, Organizer, Participants or a Yiftee Affiliate 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 gift" by specifying a gift 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 ("General-use Gifts"). Yiftee or its affiliates, or Purchasers or Recipients of gifts may refer to their gifts and the Participants associated with these gifts on social media and Yiftee may deliver gift messaging via social media that may be viewed by an audience other than the specific recipient of the gift.

Yiftee may make available to Organizer a Dashboard for accessing information about Gift redemptions and for managing aspects of their Yiftee account. Organizer is solely responsible for any and all access to their Dashboard and the actions of all users authorized to use their Yiftee account including the removal of users no longer authorized to use the account. Organizer will have access to per-merchant gift card redemption data as will Yiftee.

Yiftee may receive Recipient queries including regarding support issues. Yiftee reserves the right to communicate with Participant about any such issues or to provide Participant contact information to a Recipient to resolve a support issue. Participant also agrees to receive information from Yiftee at the contact address and email supplied by Participant or Organizer from time to time which may contain information about the program and its results, as well as messaging from Yiftee partners.

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, a Promotion without any cash value, but which entitles Recipients at Participant's establishment in connection with the purchase or redemption of goods or use of a Voucher to discounts, free or discounted items, or other benefits as defined by Participant. If requested by Yiftee a supplemental agreement between Yiftee and Participant may be required for the implementation of the promotion. A coupon that can only be redeemed once (zGift) that is redeemed via a smartphone may also be made available as a Promotion option at Yiftee's discretion.

3.2 Participant will provide Yiftee either directly or via the Organizer, on a timely basis, with all reasonably requested information regarding (a) 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 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 Promotions.

3.3 Yiftee will collect payment from Users who purchase the Gifts (Purchaser) and send Gifts electronically to Recipients (who may be the Purchaser), notify each Recipient that he or she has received a Gift by providing him or her with a Virtual Gift Voucher ("Voucher") for such Gift and provide Recipient with directions on how to redeem such Voucher at Participant's place of business by using a mobile phone or any Yiftee mobile application(s) that are available or by other means such as by printing said Voucher and presenting printed version of Voucher. The price Yiftee charges a User for a Gift (if any) ("Gift Purchase Price") shall consist of the gift amount of the Voucher specified by such User that can be redeemed by the Recipient ("Gift Value"), plus a non-refundable electronic delivery fee ("eDelivery Fee") that is calculated as a function of the Gift Value (which typically is a percentage of Gift Value and/or a fixed amount), less any non-refundable discount which Participant has agreed to pay Yiftee for. Some Sponsors or Organizers may also be eligible to subsidize the eDelivery fee for gifts sold on the specific Community Card page and not for gifts sold by Yiftee via the Yiftee [web page](#) or hosted by Yiftee on a web page that displays multiple unrelated Participants or Community Cards. Such subsidies are generally paid to Yiftee by invoice, credit card or out of funds on deposit with the Community Card. All subsidies are for the full amount of the eDelivery fee; partial subsidies are not available. Terms that Purchasers and Recipients must abide by are at [Terms of Use](#). **Yiftee evaluates all purchases for the potential for fraud 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.**

3.4 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. 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. Yiftee does not

guarantee that all merchants indicated as participating at a particular time will be available for redeeming gifts as the set of participating merchants is subject to change.

3.5 Yiftee may offer to assist Participant to enhance Participant's website or other online media such as Facebook in order to better present the Community Card offering (sometimes referred to as implementing an 'egift button'). Yiftee may offer to do this at a fee that will be described to Participant prior to Participant's acceptance of this service. If Participant requests that Yiftee perform this service, Participant does so entirely at its own risk and Yiftee will assume no liability for any errors or any liability whatsoever resulting from this activity, including any disablement of Participant's website. Furthermore, Yiftee is under no obligation to remove such enhancements at Participant's request. Yiftee will assume no responsibility for any security violations or 'hacking' of Participant's website or other media. Yiftee is under no obligation to provide or offer these services.

3.6 Yiftee may offer advertising opportunities to Participants on its website or other media. If a Participant chooses to advertise offers or other information on Yiftee's website or other media, Participant hereby accepts full responsibility for the content of such advertising and releases Yiftee from all liability in connection with this advertising. 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 advertising on Yiftee's website or other media.

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

#### 4. Gift Redemption.

4.1 General-use Gifts and Specific Gifts. The terms of this section shall apply only to General-use Gifts and not Promotions. Participant will use the Yiftee Voucher redemption process described herein, unless otherwise agreed to by the parties in writing. Recipient will receive a Virtual Gift Voucher for the Gift Value. Participant will redeem each Voucher, in accordance with the terms and conditions herein, by running such voucher as a standard "Card Not Present"(CNP Voucher) transaction or other standard credit card processing mechanism that Yiftee may make available. Participant is remunerated for CNP Voucher redemptions via their normal credit/debit card processing system as Vouchers are redeemed.

##### (i) Voucher Authorization.

At the time of running a CNP 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 website in order to find the current balance available on their Voucher; settlements beyond the authorized amount (such as tips added after authorization or force postings) will

result in either (at Yiftee's sole discretion) a chargeback against the Voucher for the amount in excess of the authorization, or a charge against the Participant's stored credit card if available, or an invoice to the Participant which is payable immediately upon receipt, or a debit to Participant's Yiftee account if such account is available. 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, and tips, as well as any amounts in excess of the authorized amount are processed separately (a "split tender" transaction). Note that 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. Vouchers will be rejected if the terminal they are processed at is not one which has properly Activated.

Authorized amounts that are improperly voided, reversed, or refunded by Participant (i.e., 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 Voucher for payment and claim that it should work. This can result, if accepted by the Participant, 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 (or Participant gift card if applicable) 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). Recipient can check the balance of their voucher by refreshing their gift link, and Participant or Recipient can check the balance of a voucher at [www.yiftee.com](http://www.yiftee.com).

Properly authorized transactions are generally cleared and settled by Participant subsequent to the authorization. Participant is remunerated for the settlement via their normal credit card settlement process.

In some states, gift 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 for Yiftee vouchers. 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 Gift may carry an Expiration Date which determines the last day the Voucher can be redeemed. In addition, a Voucher will contain a Voucher Validation Date (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). A Gift may have no expiration date in which case the Voucher is always valid as long as unredeemed Gift Value remains on it (unless State or Federal unclaimed property laws take precedence). The Yiftee system can enforce the Voucher Expiration Date even if the Voucher Validation Date is a later date. If the Voucher Validation Date has passed and the Gift carries no Expiration Date, Yiftee will, at no cost to the Recipient, issue a new Voucher with a new Voucher. Yiftee may also replace a Voucher that has expired with one with a later expiration date at its sole discretion and if not prohibited by rules established by the Purchaser (typically for award and promotional gifts). If a Voucher has expired (either by virtue of its expired Voucher Validation Date or Gift expiration date (if present), an attempt to redeem it will fail. If not a promotional or award Gift, Recipient may request Yiftee to issue a new Voucher in this case by contacting [support@yiftee.com](mailto:support@yiftee.com) or by following instructions for renewing the Voucher as described in the [terms of use](#) or described on the Voucher. Such requests cannot be granted if the Voucher has expired and Purchaser has claimed the expired unused Gift Value as a refund. 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.

If a Voucher carries an Expiration Date, any unredeemed Gift Value of the Voucher less any applicable Restocking Fee as described in §5 is made available to the Purchaser's Yiftee account after the Voucher expires (subsequent to a reasonable delay for final processing). Purchaser may request these funds to be refunded to them via a check or other means that Yiftee may provide (and at Yiftee's discretion). If not an award or promotional gift, and if funds have not been claimed by Purchaser, Yiftee may extend these Vouchers at Purchaser's or Recipient's request.

If the Participant is giving award or promotional gifts from their Yiftee account, the Participant may have an opportunity to customize the Expiration Date of the Voucher. By default, gifts do not expire, but Participant may set an Expiration Date for award or promotional gifts by contacting [support@yiftee.com](mailto:support@yiftee.com). Gifts given by businesses that issue gifts as rewards or promotions to employees or customers may also carry expiration dates if permitted by the laws in the state where the Participant operates.

Certain gifts, which are redeemable at multiple unaffiliated Participants, may be available to Participant for gifting. These gifts may carry Maintenance Fees as described in the [terms of use](#).

### (iii) Exchanges and Refunds

Yiftee, in its sole discretion, may make an otherwise unexchangeable gift exchangeable for a different Gift. Typically, this will be done in customer recovery situations.

For Community Cards, a Voucher is associated with a group of Participants, such as a group of Participants located in close proximity or other basis for grouping. If a Voucher is associated with



a group, it is redeemable at any Participant associated with the group and currently participating at the time of redemption.

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. If the Participant credit card processing system simply marks an authorization to not 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.

(iv) Reasons for decline

A Voucher will 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 gift such as a plastic gift card number
- e) The Gift has expired (in GMT time)
- f) The Voucher Validation Date has expired (in GMT time)
- g) The credit card processing system you use is denying card-not-present (CNP) transactions
- 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
- j) The Voucher has been cancelled or exchanged
- k) Voucher is processed for a transaction type other than authorization, refund or void including balance query or advice or \$0 validation

- l) Participant MCC code is currently associated with gambling, 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

4.2 zGift Redemption. A Voucher for a zGift must be redeemed by the Recipient by the end of its validity period (generally between one (1) day and three hundred and sixty-five (365) days but may be customizable by Participant in certain cases) after distribution to the Recipient ("zGift Validity Period"). During the zGift Validity Period, Participant will redeem the zGift Voucher in accordance with the terms of such zGift Voucher. Once the Recipient has redeemed the zGift Voucher, Participant will mark (or will ensure that the Recipient marks) the zGift Voucher as "redeemed" as permitted by the functionality of the Yiftee Services. Yiftee assumes no liability for zGift redemption or the terms of the zGift advertised to the customer, on Yiftee's site or anywhere else.

Participant understands that zGift redemption generally requires the customer to have a smart phone for proving redemption validity. Yiftee is not responsible for any redemption issues, including network outage, customers who have mistakenly or otherwise redeemed their zGift, or do not have a smart phone for redemption. Participant shall set a zGift expiration date that will be accurate regardless of time zone (Yiftee times are processed in GMT). Generally, this means that an enforced expiration date be one or more days beyond the advertised expiration date. Participant assumes all responsibility for accuracy in processing zGifts.

4.3 Notwithstanding anything else, if a Gift is a ticket to a one-time event (a "Ticket"), no refunds will be granted to the purchasing or receiving User, nor any charitable donations made, for an unredeemed Ticket, and the Specific Voucher for such Specific Gift will be considered "redeemed" when the Voucher is accepted by the Recipient.

4.4 Participant is responsible for all applicable taxes, and in no event will Yiftee ever be responsible for any amount in excess of the amount which may be AUTHORIZED (not forced or over-cleared) against the Yiftee Voucher.

4.5 Participant will provide suitable instruction to Participant employees on how to properly redeem a Voucher for a Gift.

4.6 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.

4.7 Participant acknowledges and agrees that any party that offers such Community Card Vouchers 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 Card Vouchers.

## 5. Payment; Taxes.

Yiftee may, at their sole discretion, waive subscription and/or other fees for Participants in Community Cards. Participant payments to Yiftee, if any, and associated terms shall be agreed to by Organizer and defined in the Community Card Agreement, Appendix A, pertaining to Participant's specific geographic area. Yiftee does not restrict Organizers from charging Participants a fee.

5.1 Participant will receive payment for the authorized amount of redemption in connection with a Gift only after the applicable Voucher for such Gift has been redeemed 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 or another payment process as defined by Yiftee and its partners. Participants accepting Vouchers which cannot be authorized in full or in part for the amount of redemption as payment for a gift will not receive remuneration for any unauthorized amount. Participant must at all times be able to accept transactions made by the Voucher Payment Processor, and Participant understands and agrees that it will not receive any payment in connection with Gifts or Vouchers if it is not able to do so. Participant will authorize payments in advance to ensure the amount being charged is within the prepaid limit. Yiftee has the right to dispute any forced overages charged by Participant including those done as offline transactions. The interchange rate associated with CNP Virtual Gift Voucher transactions and assessed to Participant (or its merchant processor) will appear as and/or be assessed as US MasterCard Business World Elite Card Not Present transactions or another payment process as defined by Yiftee and its partners; and fees imposed or passed through to Participant for merchant processing are determined by the Participant's acquiring bank or processor. Note that the Vouchers are issued and sold by Yiftee, and that for CNP Voucher transactions, Participant is remunerated only upon redemption, not upon sale of the Voucher itself. For clarity, this Section applies only to General-use Gifts and Specific Gifts, and not to zGifts.

5.2 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.

5.3 Participant may elect to participate with Yiftee (at Yiftee's sole discretion) in one or more promotional programs allowing Participant to send Gifts to individuals or groups of people or post gift availability on social media with the intent of driving more in-store revenue. If and when Participant chooses to do so, for any gift that is given from Participant itself the following actions and payment terms to Yiftee apply, as well as all applicable terms in Yiftee's standard [terms of use](#) :

- Participant must have "opted in" to Yiftee and all stores or branches must have run the "Activation Card"
- Participant will define promotional products, term or promotion and supply high quality photos and descriptions

- Participant will create and fund its own Yiftee account with 100% of the total projected value (if any) of Gifts to be given. Gifts given in excess of the amount of funds in Participant's account will not be generated.
- Participant agrees to pay Yiftee's standard gift eDelivery fee for all Gifts sent and any fees required by Yiftee for gift redemption and bonus gift issuance. zGifts also incur fees or issuance and redemption as specified by Yiftee.
- Yiftee reserves the right to charge implementation or consulting fees in the event that custom development work is necessary; payment is net 30 days. Any such fees will be quoted to Participant in advance of work being done. Yiftee is under no obligation to provide such consulting and will do so in its sole discretion.
- Several payment methods are possible and will be agreed to between Participant and Yiftee in advance of promotion launch.
- Participant agrees that gifts sent by the Participant are for award or promotional purposes only and may not be resold.
- If Participant defines an expiration date for gifts given as rewards, awards or promotions, Yiftee reserves the right to retain a restocking fee of 10% of initial purchase price per gift before rebating the remaining balance to Participant.

## 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 right to deny service.

6.1 Without limiting the foregoing, Participant will comply with all applicable laws with respect to the sending of text or SMS messages ("Texts") through the Services or otherwise in connection with Vouchers, 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 agrees it will include links to Yiftee's terms regarding the use of Texts, as well as clear opt-out/unsubscribe information in its Texts when required to do so by any applicable law or regulation and will otherwise include any required text or content for Texts that is provided by Yiftee, and honor any opt-out requests that Yiftee informs Participant of. Yiftee's provision of required content to be included in Texts does not mean Yiftee will be responsible for

Participant's compliance with laws, nor does Participant's inclusion of such content guarantee compliance with laws. If Participant obtains an individual's phone number in connection with the Services or any Voucher, Yiftee will not send Texts to such phone number in connection with Vouchers, Yiftee, and/or the Services, except through the Services and at Yiftee's sole discretion.

## 7. Term and Termination.

7.1 This Agreement will be in effect from the date agreed to by Participant and continue until terminated by either party, in accordance with the provisions of this Section. This Agreement may be terminated: (i) by either party, upon 30 days' notice, if the other party is in material breach of any provision of this Agreement and such breach is not cured by the breaching party within the 30 day notice period; (ii) by either party, immediately if the other party is judicially declared to be insolvent or commences any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law that is not dismissed within 90 days, or commences any dissolution or liquidation proceeding; (iii) by either party for any reason, upon 30 days' notice to the other party (or, if Participant is terminating due to a modification to this Agreement it does not wish to accept as described above, it may do so immediately upon notice to Yiftee). In the event of termination, Participant must continue to honor all unexpired gifts unless it is not possible to do so (for example, when Participant no longer is able to process credit cards or has been blocked from accepting Yiftee vouchers). For avoidance of doubt, Participant will no longer be included on the Community Card web page or electronic merchant list as of the effective date of termination. All responsibilities of Participant in this agreement will survive 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 affiliated with Yiftee in connection with the provision or promotion of any Gift 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 Gifts and the Services as long as this agreement is in effect. Transactional data including Voucher redemption data can be shared with the Organizer for reporting and

analytical purposes but only aggregated sales data that is not directly identified to Participant may be provided to third parties unless said data is directly attributable to Participant. No entity (Organizer, Affiliate, Sponsor, Participant) will receive personally identifying information about gift recipients in any form. The Organizer (and not the Participant) may receive email address and zip code of Purchaser for marketing purposes but only subject to Yiftee's [privacy policy](#) and the Organizer must provide a mechanism to opt out of any such correspondence. **In no event may any entity including Sponsors, Participants, Affiliates and Organizers, sell or distribute any information obtained via the Yiftee Services to any third party.**

## 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 Gifts and Vouchers therefor; (ii) it shall provide all customer support in connection with all Gifts 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 7 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 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 GIFT 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, including personal information about Users, aggregated, anonymized information about Users and details about each Gift such as eDelivery Fees, number of Vouchers sold, revenue generated by a Gift, and any applicable Subscription Fees ("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 discretion, provide additional information 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"). Yiftee agrees to hold in confidence and not use or disclose (except as specifically allowed hereunder) the Participant Confidential Information. Notwithstanding anything to the contrary, Yiftee may use and disclose personal information about Users (and only about gift purchasers who have agreed to the Yiftee [terms of use](#), not gift recipients) only as described in the Yiftee [privacy policy](#). If Participant wishes to use information regarding a User for any reason other than fulfilling Participant obligations hereunder, it may do so in accordance with the following restrictions: (a) Participant may only use the name and email address of the applicable User, and no other information whatsoever, for the sole purpose of marketing Participant's products and services to such User and for no other purpose whatsoever (including marketing any products or services offered by other entities), (b) Participant must provide such User an opportunity to opt-out of any further communications with Participant in the first (and all subsequent) communications with such User, and without limiting the foregoing, must comply with all applicable privacy laws in connection with use of such User's name and contact information, including without limitation CAN-SPAM and the California Consumer Privacy Act (CCPA), (c) Participant will not disclose such User information (or any other User information) to any third party, (d) Participant will not make copies of this information and will rely solely on the information on their Yiftee portal and Yiftee may delete this information at any time for any reason. Further, Participant will honor any request by Yiftee or a User to delete permanently all User information from their systems from specific Users or all Users, and (e) Participant assumes all responsibility and liability for their use of User information.

13. Indemnity. Participant will indemnify and hold Yiftee, MasterCard and each of the other Voucher Payment Processors and each of their its 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) directly or indirectly due to or arising out of (a) content and fulfillment of any Gift Vouchers and listings of 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; and (f) 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 AFFILIATES, 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) THE FEES PAID TO PARTICIPANT BY THE APPLICABLE VOUCHER PAYMENT PROCESSOR IN CONNECTION WITH THE GIFTS OFFERED 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. 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, 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]. 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. Both parties agree that, except as otherwise provided herein, (a) 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 and (b) that all modifications must be in a writing signed by both parties. 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: November 1, 2021