

# Yiftee Merchant Agreement

## YIFTEE MERCHANT AGREEMENT

PLEASE READ THIS 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 IN THE MERCHANT SIGN-UP FORM (AS DEFINED BELOW) ("MERCHANT") AGREES THAT IT HAS READ AND AGREES TO BE BOUND BY AND A PARTY TO THE TERMS AND CONDITIONS BELOW, AND ANY TERMS INCLUDED IN ANY OF THE MERCHANT SIGN-UP FORM(S) THAT MERCHANT HAS EXECUTED OR WILL EXECUTE FROM TIME-TO-TIME (EITHER ONLINE OR IN HARD COPY) WITH YIFTEE (EACH, A "MERCHANT SIGN-UP FORM"), WHICH ARE HEREBY INCORPORATED INTO THIS AGREEMENT BY REFERENCE. 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.

If you are a merchant that is part of a Community Card consisting of multiple unrelated merchants, please see the [Community Card Merchant Agreement](#).

### 1. Voucher Purchase.

1.1 A Merchant is an entity selling goods and/or services. A Partner is a company doing business with Yiftee to provide marketing or other services. Subject to the terms and conditions of this Agreement, Merchant hereby contracts with Yiftee to enable Merchant to issue Vouchers for Merchant's goods and/or services. Yiftee or a Yiftee Partner may feature Merchant's place of business generally on Yiftee's or Partner's 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 users ("Purchasers") (which users may, in certain circumstances, be Merchants) to specify a Voucher 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 Merchant's place of business at the time of redemption. The person who presents a Voucher for redemption is referred to as the Recipient. Yiftee or its Partners, or Purchasers or Recipients of

Vouchers may refer to their Vouchers and the merchants associated with these Vouchers on social media and Yiftee may deliver messaging via social media that may be viewed by an audience other than the specific recipient of the Voucher. Any Purchaser or Recipient may be referred to as a User of the Yiftee Services.

Yiftee 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, one (1) or more specific products or services available from Merchant ("Specific Voucher" or "Quick Pick") and allow Purchasers to purchase such Specific Vouchers for Recipients. These Specific Vouchers are implemented as a Voucher good for the value ascribed to the specific item sold by the Merchant, but there is no enforcement mechanism to require the Recipient to utilize the Voucher for that specific item as the Voucher is intended to be usable for the dollar amount specified on the Voucher (up to the amount remaining on the Voucher if the Voucher has been used) for any item available at the Merchant. If a Specific Voucher is defined, the Merchant is solely responsible for defining a price ascribed to said Specific Voucher that is suitable to cover the cost of purchase of that specific item along with any applicable taxes or fees. However, it is solely up to the Recipient to determine if the Voucher is to be applied to the specific item or to another item available for sale by the Merchant. All Vouchers are general-use as they may be used to purchase any goods or services legally offered by Merchant other than gift cards.

Yiftee may make available to Merchant a Dashboard for accessing information about their Vouchers and for managing aspects of their Yiftee account including defining Quick Picks. Merchant 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 and the security of the passwords used by Merchant. Merchant will defend, indemnify, and hold harmless Yiftee, its officers, officials and employees against any and all claims, suits, actions, or liabilities resulting from its use of the Dashboard.

1.2 Yiftee or its Partners will display on the Services the Vouchers and Specific Vouchers that have been approved by Yiftee through Merchant's completion and Yiftee's approval of the Merchant Sign-up Form(s) provided by Yiftee, providing payment for the Services as described in §4, and processing one or more Activation Cards provided by Yiftee (such completion and approval is the "Registration"). At Yiftee's discretion, Yiftee may also promote Vouchers which may include email marketing and/or displaying content via third-party web sites and services. Merchant will be provided a link to their page on the Services that can be placed on Merchant's website that can enable Purchasers to purchase Merchant's Vouchers. This page cannot be embedded in an iFrame (Inline Frame).

1.3 Merchant will provide Yiftee, on a timely basis, with all reasonably requested information regarding Merchant's place(s) of business generally, including photos thereof, hours of operation, physical address, and products and services offered, so that Yiftee may provide such information to a User prior to Voucher purchase, receipt, or redemption. It is Merchant'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 Specific Voucher information. Yiftee may in its discretion use any publicly available Merchant images, descriptions, contact information, or other information on the Yiftee Services.

1.4 Yiftee will collect payment from Purchaser and send Vouchers electronically to Recipients (who may also be the Purchaser), notify each Recipient that he or she has received a Voucher and provide Recipient with directions on how to redeem such Voucher at Merchant's place of business by using a mobile phone wallet 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 Voucher shall consist of the amount of the Voucher specified by such User that can be redeemed by the Merchant plus a non-refundable electronic delivery fee ("eDelivery Fee") that is calculated as a function of the Voucher Value (which typically is a percentage of Voucher Value and/or a fixed amount. Some Merchants may also be required to subsidize the eDelivery fee for Vouchers sold on the Merchant's eGift page or elect to pay the subsidy. This requirement may be a precondition to continuing to use the Yiftee Services even if subsidies were not enabled in the past. Such subsidies are generally paid to Yiftee as a monthly addition to a Merchant's subscription fees. 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. Once a purchase has been accepted, the Voucher(s) associated with that purchase are immediately redeemable by Merchant and must be accepted by Merchant under the Terms in this Agreement.**

1.5 Yiftee is under no obligation to enroll any Merchant in the Yiftee program, even if Merchant has been advised that such enrollment is possible. Acceptance into the Yiftee program is at the sole discretion of Yiftee.

1.6 Yiftee may offer advertising opportunities to Merchants on its website or other media. If a Merchant chooses to advertise offers or other information on Yiftee's website or other media, Merchant hereby accepts full responsibility for the content of such advertising and releases Yiftee from all liability in connection with this advertising. Merchant will defend, indemnify, and hold harmless Yiftee, its officers, officials and employees against any and all claims, suits, actions, or liabilities resulting from Merchant advertising on Yiftee's website or other media.

## 2. Establishing Voucher Association.

All Merchant locations must provide Yiftee with the necessary information to identify their credit/debit card processing system. This is typically done by having each merchant location process an Activation Card on their credit card processing system, although other means of communicating this information may be mutually agreed upon. Vouchers are processed in the same way a credit card order is processed and cleared 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 Merchant location has been changed. This information enables Yiftee

to ensure that a Voucher associated with a Merchant is redeemable only at that Merchant's location or locations. The information in question for Vouchers is defined in the ISO 8583 specification as published by the International Organization for Standardization. In particular, the data we require for each Merchant 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.) Activation Cards may require processing as Card Not Present ("CNP") transactions although Recipient Vouchers may also be processed as Tap To Pay transactions from a mobile wallet.

Activation Cards are provided to Merchant upon sign up, or as needed for additional locations or terminals from the Yiftee Dashboard. 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; if so, a failed authorization may result, but Yiftee will still obtain the necessary information from the failed authorization.

Merchant 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 merchant, and not a third party. Certain Paypal accounts for example may not be associated with a merchant account. Yiftee cannot generally process Vouchers for merchants who do not have a merchant account for their credit card processing. In case of doubt, Yiftee may request that Merchant process an Activation Card to enable Yiftee to make a determination as to the suitability of the Merchant's credit card processing system. Certain merchant classifications (MCC codes) are also disallowed by Yiftee at Yiftee's sole discretion.

### 3. Voucher Redemption.

**Registration or processing an Activation Card (or otherwise providing ISO 8583 information) means that Merchant is agreeing that Yiftee will act as its agent for managing the Vouchers, 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 understand that these Vouchers must be accepted and know how to redeem them.**

**3.1 Any Voucher that successfully authorizes must be redeemed for the value authorized. Authorizing the Voucher for an amount fully satisfies the consumer's obligation to Merchant for that amount**

3.2 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. Vouchers will not authorize for any amount in excess of the remaining Voucher value.

3.3 We strongly discourage charging any credit card 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, you agree 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.

3.4 Merchants will redeem each Voucher, in accordance with the terms and conditions herein, by processing such Voucher as either a standard "Card Not Present"(CNP Voucher) transaction or as a Tap To Pay transaction using a mobile wallet. A CNP Voucher transaction is very similar to the way a merchant would process a credit card on a phoned-in order. Vouchers will be redeemed in accordance with the rules established by the provider of the Merchant's credit card system. Merchant is remunerated for Voucher redemptions via their normal credit/debit card processing system as Voucher authorizations are settled. **Interchange fees charged to the Merchant by their credit card acquirer are assessed as Mastercard World Elite Business transactions which may be higher for CNP settlements.**

(i) Voucher Authorization.

At the time of processing a Voucher, the amount requested is "Authorized" wherein the Merchant's payment processor accepts or declines the requested amount. Merchant will not receive remuneration for any amount that is not authorized, and Merchant 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 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 a either (at Yiftee's sole discretion) a chargeback against the Voucher for the amount in excess of the authorization, or a charge against the Merchant's stored credit card, or an invoice to the Merchant which is payable immediately upon receipt, or a debit to Merchant's Yiftee account. In some cases, a settlement in excess of the authorized amount may be declined. 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 if the Merchant website cannot process split tender transactions since an item costing more than the value of the Voucher cannot be paid for exclusively by the Voucher and no other means of payment is available to the customer.

Authorized amounts that are improperly voided, reversed, or refunded by merchant (i.e., without reference to a prior authorization) and are later cleared and settled by merchant may also be subject to invoice or collection from merchant's stored credit card, chargeback, or by other means. Merchants 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 Merchant or for settling any disputes between a Merchant and a Recipient. A merchant who accepts a Voucher for payment for any reason without authorizing prior to delivering goods or services to a customer is solely responsible for the value accepted. For example, the customer may present an expired, forged, or fully used Voucher for payment and claim that it should work. Accepting such a Voucher for payment prior to authorization runs the risk that the Voucher cannot be subsequently authorized and as a result Merchant will not be compensated for the purchase.

Merchant will redeem the Voucher for any products or services currently and publicly available at Merchant'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, Merchant 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).

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

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

(ii) Voucher expiration.

A Voucher may carry an Expiration Date which determines the last day the Voucher can be redeemed. This will only be possible for Vouchers paid for by an entity giving the Vouchers pursuant to an awards, loyalty, rewards or promotional program. 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) unless otherwise specified. A Voucher may have no Expiration Date in which case the Voucher is always valid as long as unredeemed value remains on it (unless State or Federal unclaimed property laws take precedence) and the Voucher is refreshed by the Recipient so as to have a current Voucher Validation Date. 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 Voucher carries no Expiration Date, Yiftee will, at no cost to the Recipient, replace the Voucher with a new Voucher as described in the Recipient Terms and Conditions.

If a Voucher has expired an attempt to redeem it will fail. If not a promotional Voucher with an Expiration Date, Recipient may request a new Voucher with an updated Validation Date if there

is remaining Voucher value by contacting [support@yiftee.com](mailto:support@yiftee.com) as described in the Yiftee Terms and Conditions or simply refresh the link to their Voucher. Merchant 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 the Merchant is giving award or promotional Vouchers from their Yiftee account, the Merchant may have an opportunity to customize the Expiration Date of the Voucher. By default, Vouchers do not expire, but Merchants may set an Expiration Date for award or promotional Vouchers in the Yiftee Dashboard. Businesses that purchase Vouchers as rewards or promotions to employees or customers may also carry expiration dates if permitted by the laws in the state where the Merchant operates.

### (iii) Refunds

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 Merchant 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 Merchant 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. **Merchant accepts for payment a Voucher that they cannot properly authorize at their own risk and Yiftee assumes no liability for processing any such un-authorized transactions.**

- a) If any data (PAN, CVV, expiration) is incorrectly entered into the credit card processing system.
- b) Data is input not as a card-not-present credit card transaction
- c) The Voucher Expiration Date has passed (in GMT time)
- d) The Voucher Validation Date has expired (in GMT time)
- e) The credit card processing system you use is denying card-not-present (CNP) transactions
- f) There is a timeout or other system error in processing the Voucher on the credit card processing system
- g) The Merchant identity (ISO 8583 parameters) have not been set or updated
- h) The amount of the authorization exceeds the available remaining value of the Voucher

- i) The Voucher has been cancelled
- j) Voucher is processed for a transaction type other than authorization, refund or void including balance query or advice or \$0 validation
- k) Merchant MCC code is currently associated with gambling, escort services, or financial products or cash, or other MCC code not accepted by Yiftee.
- l) Merchant is not in the United States
- m) The credit card processing system suspects fraud and blocks the transaction
- n) The credit card network is offline
- o) The Voucher was forged and does not contain valid information.
- p) Merchant has been removed from the Yiftee Services.

3.5 Notwithstanding anything else, if a Voucher is a ticket to a one-time event (a "Ticket"), no refunds will be granted to the Purchaser or Recipient.

3.6 Merchant 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.

3.7 Merchant will provide suitable instruction to Merchant employees on how to properly redeem a Voucher.

3.8 Merchant, and not Yiftee, shall be solely responsible for any claims, losses, or costs suffered by a Recipient in connection with Merchant's products or services or errors in either redemption or in advertising any aspect of the Yiftee services.

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

#### 4. Payment; Taxes.

Merchant will pay Yiftee via stored credit card an advance monthly or annual subscription fee ("Subscription Fee") for each month (or year, as applicable) during the term of this Agreement, which may include a component that varies based on how many Merchant locations are covered. Yiftee may also make available, at Yiftee's sole discretion, alternative methods of subscription payment. Registration is not complete until a suitable payment mechanism to remunerate

Yiftee for use of the Yiftee Services has been established. A location will be considered "active" for the purposes of calculating the Subscription Fee after it processes the Yiftee-provided "Activation Card. If a Merchant no longer wishes a location to be active, Merchant may remove it by notice to Yiftee or via their Dashboard and Merchant will no longer be charged for such location on the following month's billing cycle (and for clarity, no partial refunds for an unused portion of a month will be due). The initial Subscription Fee(s) shall be as agreed during Registration but may change from time to time upon notice to Merchant, provided that no Subscription Fee modification will be retroactively applied.

Subscription Fees will be charged in advance, on the date the parties first enter into this Agreement and each month thereafter for monthly Subscription Fees, or each anniversary thereafter for yearly Subscription Fees, unless, in each case, Merchant provides Yiftee with fifteen (15) days' notice prior to the end of the then-current subscription term, of its desire not to renew. If Merchant adds any active locations during a subscription term, Yiftee will automatically charge Merchant for each such addition (even for annual subscriptions); active locations are calculated according to the number of locations active in each month. No refunds will be granted for Subscription Fees, regardless of whether the Agreement terminates prior to the end of any applicable subscription term to which such Subscription Fees apply, or for locations that may be removed prior to the end of the current month. Subscription Fees will be charged to the payment method provided by Merchant at Registration. Failure to keep such payment method details current and accurate may result in Yiftee's failure to collect Subscription Fees and may result in the suspension or termination of Merchant's account.

In certain cases, Merchant may enter into this Agreement in connection with a number of services offered by an independent services organization ("ISO") or merchant services provider ("MSP"), in which case, if agreed by Yiftee, Subscription Fees may be payable directly to the ISO or MSP (but it shall be considered a breach of this Agreement to not pay such amounts when due and payable).

Yiftee may, in its sole discretion and upon mutual agreement with Merchant, provide alternate ways for Merchants to issue promotional gifts that are exclusively funded by Merchant. Merchant may contact Yiftee sales for additional information at [sales@yiftee.com](mailto:sales@yiftee.com).

4.1 All payments to Merchant 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. Merchants accepting Vouchers which cannot be authorized in full for the amount of redemption will not receive remuneration for any unauthorized amount. Merchant must at all times be able to accept transactions made via the Voucher Payment Processor, and Merchant understands and agrees that it will not receive any payment in connection with Voucher or Vouchers if it is not able to do so. Yiftee has the right to dispute any forced overages charged by Merchant including those done as offline transactions. The interchange rate associated with Voucher transactions will appear as and/or be assessed as **US MasterCard World Elite Business** transactions with corresponding interchange fees, and fees imposed or passed through to Merchant are determined by the Merchant's acquiring bank or

processor. Fees for CNP transactions may be higher than for swiped transactions or transactions processed by mobile wallet

Merchant 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. Compliance with Laws, Support

Yiftee and Merchant shall comply with all applicable laws with respect to the subject matter of this Agreement, including, without limitation, laws prohibiting Merchant from providing alcohol or tobacco products to those under the legal age to purchase or consume such items.

Merchant will comply with all applicable laws with respect to the sending of email, text or SMS messages ("Texts") 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, Merchant 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. Merchant 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. Merchant 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 Merchant's compliance with the aforementioned laws and Merchant will defend, indemnify, and hold harmless Yiftee, its officers, officials and employees against any and all claims, suits, actions, or liabilities resulting from Merchant's communication with Recipients, Purchasers, or others associated with the Vouchers.

Merchant authorizes Yiftee to manage customer recovery situations as Yiftee deems appropriate. Yiftee may receive Recipient queries including regarding support issues. Yiftee reserves the right to communicate with Merchant via text (text message rates may apply), phone, or email about any such issues and/or to provide Merchant contact information to a User to resolve a support issue without prior authorization by Merchant, and Merchant agrees to respond to such communication from a User promptly. Merchant also agrees to receive information from Yiftee at the Dashboard and via email to the contact email supplied by Merchant from time to time which may contain information about the program and its results, as well as messaging from Yiftee or its Partners.

## 6. Term and Termination

This Agreement will be in effect from the date agreed to by Merchant (which Agreement is assumed when Merchant first processes an Activation Card and has completed a Registration)

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 Merchant to accept this Agreement regardless of who processes the Activation card on 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, Merchant will no longer be included on the 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 Merchant's participation. Yiftee may terminate a Merchant with or without notice. In limited cases a specific termination may be provisional or removed upon written agreement between Merchant and Yiftee. In no event will Yiftee be responsible for any claim of loss of revenue or reputational harm of Merchant or any other damages or liabilities resulting from termination. **In the event of termination, Merchant must continue to honor all unexpired Vouchers unless Merchant has been advised that this will no longer be possible or permitted.** For avoidance of doubt, Yiftee will not market or sell any Merchant Vouchers on the Services as of the effective date of termination. If Merchant requests termination, no partial refunds of subscription payments will be due to Merchant.

All terms of this Agreement (except Merchant obligations to remunerate subscription fees to Yiftee as described in Section 4) will survive termination.

## 7. 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 Merchant's Marks on the Services and any services partnered or associated with Yiftee in connection with the provision or promotion of any Voucher or in Yiftee's marketing and publicity materials. Merchant may obtain Yiftee's official media kit by request to Yiftee, which may contain images of certain Yiftee Marks (the "Official Yiftee Marks"). Merchant may use Official Yiftee Marks in its marketing materials, to promote the Services on Merchant'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.

## 8. Content License.

If Merchant has provided Yiftee photos, images, text, data, or other materials or content (collectively, "Content"), Merchant 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 Vouchers and the Services as long as this agreement is in effect. In no event may Merchants sell or distribute any information obtained via the Yiftee Services to any third party. Yiftee may use Merchant photos, images, text and data found publicly on the Internet although Merchant may

request Yiftee to make substitutions or changes in such publicly available information that Yiftee uses. **Merchant agrees that Merchant's use of Yiftee as its agent for selling and redeeming Vouchers will be publicly advertised on a website Yiftee maintains as well as (at Yiftee's discretion) on applications and social media.**

## 9. Representations and Warranties.

9.1 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.

9.2 Merchant represents and warrants: (i) it will honor the terms of all Vouchers therefor; (ii) it shall provide all 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 8 above, including the right to use the name, likeness, and identifying information of any identifiable person in the Content.

9.3 Yiftee represents and warrants that it shall perform its obligations hereunder in a professional manner.

## 10. Confidentiality and Privacy.

Merchant may receive business, technical, financial, or other information, materials, and/or ideas from Yiftee during the term of this Agreement, including aggregated, anonymized information about Users and details about each Voucher such as eDelivery Fees, number of Vouchers sold, revenue generated by a Voucher, and any applicable Subscription Fees ("Yiftee Confidential Information"). Merchant 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 Merchant beyond that needed for required accounting purposes, but Yiftee may, in its sole discretion, provide additional non-personal information to the Merchant. Yiftee may receive business, technical, financial, or other information, materials, and/or ideas from Merchant or Merchant's agent during the term of this Agreement, including without limitation details that identify the Merchant specifically when reported such as eDelivery Fees, number of Vouchers sold, and revenue generated by a Voucher ("Merchant Confidential Information"). Information that does not specifically identify the Merchant, for example in aggregated statistics, is excluded from Merchant Confidential Information as is any information that must be shared with entities involved in the processing of Voucher redemption and settlement. Merchant information covered in section 1.3 is also excluded from Merchant Confidential Information. Yiftee agrees to hold in confidence and not use or disclose (except as specifically allowed hereunder) the Merchant Confidential Information.

Notwithstanding anything to the contrary, Yiftee in its sole discretion may use and disclose to Merchant for marketing purposes personal information (name and email address only) about Voucher Purchasers who have agreed to the Yiftee [terms and conditions](#) and who are not Voucher Recipients (unless the Recipient is also the Purchaser) only as described in the Yiftee [privacy policy](#), although Yiftee may use and disclose to Merchant personal information about Purchasers or Recipients for the sole purpose of customer support. Merchant may not disclose such support information to any third party or use this information for any purpose other than resolution of the support issue being addressed and Merchant agrees to comply with the requirements of §5 above.

If Merchant wishes to use information regarding a User for any reason other than fulfilling Merchant's obligations hereunder, it may do so if User information was not obtained in a support context in accordance with the following restrictions: (a) Merchant may only use the name and email address of the applicable User, and no other information whatsoever, for the sole purpose of marketing Merchant's products and services to such User and for no other purpose whatsoever (including marketing any products or services offered by other entities), (b) Merchant must provide such User an opportunity to opt-out of any further communications with Merchant 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) Merchant will not disclose such User information (or any other User information) to any third party, (d) Merchant 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 Merchant 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) Merchant assumes all responsibility and liability for their use of User information and will abide by all restrictions noted in §5.

#### 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. Indemnity.

Merchant 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) Merchant's breach of any of its warranties under this Agreement; (c) Merchant's breach of any of its obligations in this Agreement; (d) the operation or content of Merchant's website; (e) Merchant's actual or alleged violation or infringement of any intellectual property or privacy rights of any third-party; (f) listings of Merchant 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").

### 13. 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 MERCHANT BY YIFTEE THROUGH THE APPLICABLE VOUCHER PAYMENT PROCESSOR IN CONNECTION WITH THE VOUCHERS PROPERLY AUTHORIZED AND SETTLED BY MERCHANT 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).

### 14. Class Action Waiver.

Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither Merchant 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.

### 15. 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 Merchant 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.**

#### 16. 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 Merchant 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 Merchant does not have any authority of any kind to bind Yiftee in any respect whatsoever.

Last updated: April 8, 2026