

GiFT Terms of Use

Last updated: July 20, 2023

Welcome to GiFT. Greenfence Consumer, LLC, its subsidiaries and/or its affiliates ("GiFT") enable you to: (a) visit and use mygft.com, gftmaker.com or any of our other websites (hereinafter, collectively, "GiFT Site"), and/or (b) use website features, GiFT services or software provided by GiFT in connection with any of the foregoing (collectively, each a "GiFT Service"). GiFT provides the GiFT Services subject to the following terms ("Terms").

When you come across the words: "we," "us" or "our", they all mean GiFT. When you come across the words "you" or "your", they all mean you as an individual or as an individual duly authorized by a business, depending on your intent and reasons for using GiFT Services.

**By using GiFT Services, you agree to these Terms.
Please read them carefully.**

By using GiFT Services, you agree, on behalf of yourself, any business you are representing, or others who use any GiFT Services under your account, to these Terms.

We offer a wide range of GiFT Services, and sometimes additional terms may apply. When you use a GiFT Service (for example, to create a campaign, or to redeem) you may also be subject to guidelines, terms and agreements applicable to that GiFT Service ("Service Terms"). If these Terms of Use are inconsistent with the Service Terms, the Service Terms will control.

1. Privacy

Please review our Privacy Policy, which also governs your use of GiFT Services, to understand our practices that include, among other topics, our practices in complying with regulations such as the EU General Data Protection Regulation, California Privacy Rights Act and the Virginia Consumer Data Protection Act.

2. Electronic Communications

When you use GiFT Services, or send emails, text messages, and other communications from your devices to us, you may be communicating with us electronically. All such communications will be treated as non-confidential and all information in such communications may be used by us for any purpose without compensation. Such communications by you shall constitute an assignment of all right, title and interest of any information contained therein to GiFT.

You consent to receive communications from us electronically, such as messages and notifications that are sent to or from GiFT Services to your devices as emails and texts, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing, unless mandatory applicable laws specifically require a different form of communication.

3. Copyright

All content included in or made available through any GiFT Service, such as text, graphics, logos, button icons, images, audio clips, videos, digital downloads, data compilations, software, and other intellectual property is the property of, or is licensed to, GiFT or its content suppliers and protected by United States and international copyright laws. The compilation of all content included in or made available through any GiFT Service is the exclusive property of GiFT and protected by United States and international copyright laws. Except as expressly provided below, nothing contained herein shall be construed as conferring any license or right, by implication, estoppels or otherwise, under copyright, trademark or other intellectual property rights.

4. Trademarks

In addition, graphics, logos, page headers, button icons, scripts, and service names included in or made available through any GiFT Service are trademarks or trade dress of GiFT in the United States and other countries. GiFT's trademarks and trade dress may not be used in connection with any product or service that is not GiFT's, in any manner that is likely to cause confusion among Consumers, or in any manner that disparages or discredits GiFT. All other trademarks not owned by GiFT that appear in any GiFT Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by GiFT.

5. Patents

One or more patents owned by GiFT apply to the GiFT Services and to the features and services accessible through the GiFT Services. Portions of the GiFT Services operate under license of one or more patents.

6. License and Access

Subject to your compliance with these Terms of Use and any Service Terms, and your payment of any applicable fees, GiFT or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the GiFT Services. This license does not include any resale or commercial use of any

GiFT Service, or its contents; any collection and use of any product listings, descriptions, or price/value; any derivative use of any GiFT Service or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, machine learning, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Terms of Use or any Service Terms are reserved and retained by GiFT or its licensors, suppliers, publishers, rightsholders, or other content providers. No GiFT Service, nor any part of any GiFT Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of GiFT. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of GiFT without our express written consent. You may not use any meta tags or any other "hidden text" utilizing GiFT's name or trademarks without the express written consent of GiFT. You may not misuse the GiFT Services. You may use the GiFT Services only as permitted by law. The licenses granted by GiFT terminate if you do not comply with these Terms of Use or any Service Terms. You agree you will not use the GiFT Services or your account to engage in activities which are identical or in any way similar to GiFT's business.

7. Your Account

You will need your own GiFT account to use GiFT Services, and you are required to be logged in to the account and may need or choose to have a valid payment method associated with it. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that your password is kept confidential and secure and should take action immediately to change your password if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner. You are responsible for ensuring that the details you provide us with are correct and complete, and for updating your information on the GiFT Sites. GiFT does not sell products or services for anyone under the age of 18. If you are under 18, you may not use the GiFT Services. If you make a purchase and there is a problem with receiving funds from your selected payment method, you will not be able to continue with your purchase until such funds are received. If we are informed, discover or otherwise determine that you are (1) acting contrary to the intent of this Agreement, GiFT Services or GiFT, we reserve the right to investigate and, in our sole discretion, we reserve the right to remove or terminate your access, refuse you services and cancel orders; and/or; (2) posting, distributing or sharing fraudulent, defamatory, likely to offend, or otherwise inappropriate content, the determination of inappropriate content being at GiFT's sole discretion, we reserve the right to remove that content.

You shall be solely liable for your business name submitted. In case GiFT receives any complaint or claim against you in respect of your business name that it determines, in its sole discretion to be valid, GiFT shall have the right to suspend or terminate your account immediately or to require you to change to a new business name.

8. GiFT's Role & Your Role

GiFT allows third party companies including, but not limited to, brands, retailers, publishers, distributors, and marketing agencies (collectively, hereinafter, "Marketer") to create, list, publish and offer their digital products and services (collectively, hereinafter, "Product") on GiFT Sites. Such Marketers utilize GiFT's gftmaker.com site to create, fund and settle their offered Products. A Marketer's Products may include, but are not limited to, marketing campaigns, games, videos, pictures, coupons, and artwork . For each Product created by a Marketer, the Marketer pays GiFT with the required sum of money for their created Product before it is published, and only then can the Marketer list or publish that Product ("Publish", "Published" or "Publishing") and offered to shoppers or consumers who use, buy or consume such Product through mygft.com (hereinafter, "Consumers"). A Marketer's Products, and any terms and conditions added by the Marketer related thereto, are available to Consumers through mygft.com. GiFT reserves, at its sole discretion, to offer a Marketer's Products through mygft.com. While GiFT helps facilitate transactions with Marketers, GiFT is neither the Consumer, a user nor Marketer of the Marketer's Products. Accordingly, the contract formed for a Marketer's Products is solely between the Consumer and the Marketer (the "Contract"). GiFT is not a party to the Contract, is not the Marketer's agent, and assumes no responsibility arising out of or in connection with the Contract. The Marketer is solely responsible for its Products and for dealing with any Consumer claims or any other issue arising out of or in connection with the Contract between the Consumer and the Marketer.

You acknowledge that you are fully assuming the risks of conducting any transactions in connection with using the GiFT Sites or GiFT Services, and that you are fully assuming the risks of liability or harm of any kind in connection with subsequent activity of any kind relating to the Products that are the subject of transactions using the GiFT Sites or GiFT Services. Such risks shall include, but are not limited to, misrepresentation of Products, fraudulent schemes, unsatisfactory quality, failure to meet specifications, unlawful Products, delay or default in delivery or payment, cost miscalculations, breach of warranty and breach of contract. Such risks also include the risks that the importation, export, offer, display, purchase, sale and/or use of Products offered or displayed on the GiFT Site or through GiFT Services may be asserted to violate Third Party Rights, and the risk that you may incur costs of defense or other costs in connection with third parties' assertion of Third Party Rights, or in connection with any claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants. Such risks also include the risks that consumers or others suffer harms, injuries and/or assert claims to have suffered injuries or harms that may directly or indirectly relate to the performance of a Product originally obtained by you through the GiFT Site or GiFT Services as a result of a transaction. All of the foregoing risks are hereafter referred to as "Transaction Risks". You agree that GiFT shall not be liable or responsible for any damages, claims, liabilities, costs, harms, inconveniences, business disruptions or expenditures of any kind that may arise as a result of, or in connection with, any Transaction Risks.

You are solely responsible for all of the terms and conditions of the transactions conducted on, through or as a result of use of the GiFT Site or GiFT Services, including, without limitation,

terms regarding sales, payment, refunds, disputes, insurance, fees, taxes, licenses, fines and permits.

9. Refunds

At our sole and absolute discretion, a refund may be issued without requiring completion of any dispute process contained in a GiFT Service.

10. Service Descriptions

GiFT attempts to be accurate with all GiFT Services. However, GiFT does not warrant that service descriptions or other content of any GiFT Service is accurate, complete, reliable, current, or error-free. If a service offered by GiFT itself is not as described, your sole remedy is to request a full or partial refund. However, note that GiFT takes no responsibility for Product descriptions provided by Marketers or third-parties.

11. Pricing

With respect to Products offered or sold by Marketers to Consumers through GiFT Sites, we cannot confirm or guarantee the price of that Product. Some of the Products may not reflect the correct price. If the correct price of a Product is higher than the stated price, we will, at our discretion, either contact the Marketer for instructions before confirming the order for the Product, or we may cancel the Marketer's order and notify the Marketer of such cancellation.

12. App Permissions

When you use apps created by GiFT, such as the mygft.com progressive web application, you may grant certain permissions to us for your device. Most devices provide you with information about these permissions.

13. GiFT Services: Notifications

GiFT Services include functionality enabling you to receive notifications, escalations and actions (collectively, "Notifications") that may be triggered as a result of another party's action or inaction, for example, redemptions by Consumers depleting a Marketer's available Product below a determined threshold level. The result of the other party's action or inaction is an indicator based on established triggers or settings that the Marketer entered for that Product. These Notifications should not be viewed, nor construed to be viewed, as any other indicator of a party's compliance with laws, regulations, performance, ethical standards, labor practices, or any other matter. We are not responsible for, and we do not warrant, the compliance status or

offerings of any business or individual. GiFT does not assume any responsibility or liability for the actions, compliance, services or content resulting from the availability, or lack thereof, of a Marketer's Product.

14. GiFT Services: Referees

If you provide a business referee, or are otherwise vouched for, sponsored, or validated by another individual or business, you represent, warrant and agree that you have obtained all necessary consents, approvals and waivers from that individual or business to (a) act in the capacity for which you were vouched for, sponsored or validated; (b) post and publish on their behalf or as their duly authorized representative; and (c) that third-parties may contact you or your referee, with or without your consent, to seek support for claims or statements made about you.

15. GiFT Services: Authentication

You are hereby made aware that there may be risks of dealing with people acting under false pretenses. Because verification on the Internet is difficult, GiFT cannot and does not provide any guarantees of any user's purported individual or business identity. We encourage you to use various means, as well as common sense, to evaluate with whom you are dealing.

You further expressly agree that you are the individual or an authorized representative of the individual or business using your account on the GiFT Sites. Further, if GiFT requires you to evidence your identity, you agree that you shall not use, for any purpose or in any manner whatsoever, any GiFT decision regarding the evidence of your identity without the prior written consent of GiFT. If you choose to provide information, documents or transmit any details to GiFT, you thereby authorize GiFT or its chosen third party service provider to conduct due diligence to determine the authenticity of such information, documents or details. You agree to provide all necessary information and render all reasonable assistance and cooperation that GiFT or its third party may require in order to complete verification of your identity. You agree not to hold GiFT and/or our affiliates liable for any errors or omissions made (whether or not negligent, intentional or otherwise) by GiFT.

16. Availability of GiFT Services

GiFT reserves the right to change, upgrade, modify, remove, limit or suspend the GiFT Services or any of its related functionalities or applications at any time temporarily or permanently without prior notice. GiFT further reserves the right to introduce new features, functionalities or applications to the GiFT Services or to future versions of the GiFT Services. All new features, functionalities, applications, modifications, upgrades and alterations shall be governed by this Agreement, unless otherwise stated by GiFT.

GiFT Services (or any features within the GiFT Services) may vary for different regions and countries. No warranty or representation is given that a particular GiFT Service, or feature or function thereof, or the same type and extent of the GiFT Service or features and functions thereof, will be available for you. GiFT may, in our sole discretion, limit, deny or create different levels of access to access and use of any GiFT Services (or any features within the GiFT Services).

17. Sanctions and Export Policy

You may not use any GiFT Service if you or your business are the subject of United States sanctions or of sanctions consistent with United States law imposed by the governments of the country where you or your business are using GiFT Services. You and your business must comply with all United States or other export and re-export restrictions that may apply to Products or GiFT Software, technology and services (including GiFT Services).

18. Third Parties using GiFT Services

Parties other than GiFT operate and provide or sell Products through the GiFT Services. In addition, we may provide links to the sites of affiliated companies, certain other businesses and/or other parties. If you use or purchase any of the Products offered by these businesses or individuals, you are using or purchasing such Products directly provided by those third parties, not GiFT. We are not responsible for examining or evaluating, and we do not warrant, the offerings of any of these businesses or individuals (including the content of their Websites that they may link or refer to). GiFT does not assume any responsibility or liability for the actions, Products, documents or content of any third parties, and links or other references to third party Websites or technologies does not imply endorsement by GiFT of those third parties Websites or their technologies. You should carefully review their privacy statements, terms and other conditions of use. Any material downloaded or otherwise obtained through the use of GiFT Services is at your sole discretion and risk and you are solely responsible for any damage to your computer system or loss of data that may result from the download of any such material. No advice or information, whether oral or written, obtained by you from GiFT Services or through or from the GiFT Services shall create any warranty not expressly stated in this Agreement.

As some or part of the GiFT Services may be supported and provided by affiliates of GiFT, GiFT may delegate some of the GiFT Services to its affiliates, who you agree may invoice you for any purchases you make.

19. Offshore Entities

Businesses which are deemed as offshore entities ("Offshore Entity") will not be eligible to use GiFT pursuant to the terms and conditions of this Agreement. For purposes of this Agreement,

an Offshore Entity shall refer to businesses that are either (a) registered or incorporated outside the country in which it has its main offices and operations, or (b) businesses which are registered or incorporated outside the country where its principal shareholders reside. Notwithstanding the aforementioned, GiFT shall have sole and absolute discretion to determine whether your business will be deemed as an Offshore Entity for purposes of this Agreement. In the event this occurs, GiFT shall be entitled to terminate this Agreement pursuant to Section 29, and you agree that GiFT shall be entitled to any fees paid or payments made by that Offshore Entity without any liability to you. Further, GiFT shall have no liability to any Offshore Entity for any canceled orders, contracts, or other business you may have planned to conduct, or are conducting, using GiFT Services.

20. Bribery, Corruption & Other Inappropriate Business Practices

Corruption, bribery, extortion, embezzlement, and other questionable/inappropriate business practices, in any form are strictly prohibited. You and your business shall not violate the Foreign Corrupt Practices Act (FCPA), the UK Bribery Act, any international anti-corruption conventions, and applicable anti-corruption laws and regulations of the countries in which they operate, and shall not engage in the practice of corruption, extortion or embezzlement in any form. You and your business shall not offer bribes or other means to obtain an undue or improper advantage. You and your business shall not, under any circumstances, tolerate the giving or receiving of undue reward to influence the behavior of another individual, organization, politician or government body, so as to acquire a commercial advantage; this extends to all operations, regardless of whether bribery is otherwise tolerated and condoned. You and your business must conduct business in a fair, transparent and ethical manner at all times. Nothing in this Agreement shall be construed as intended to limit or restrict activities that may be otherwise lawful.

21. Conflicts of Interest

You and your business are required to avoid any relationship or activity that might create or give the appearance of creating a conflict of interest. A conflict of interest would be (i) any set of circumstances where GiFT's proprietary or confidential information could be compromised; or (ii) where GiFT's best interests may be compromised, in any manner or way, in favor of yourself or another party.

22. Your Materials

GiFT shall have the right, but shall not be obliged, to monitor or examine any information and materials including any website link that you Publish or submit for Publishing on GiFT Services ("Your Materials"). Publishing of Your Materials shall by no means mean that GiFT has

endorsed, authenticated or otherwise certified the contents of such Your Materials. You shall be solely responsible for the contents of Your Materials.

You may Publish, subject to payment of any applicable fees, Your Materials, which may include but are not limited to a description of you, Your Products, your business, photos, videos, and other content, so long as Your Materials, or any part thereof, are not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights, trademark rights and/or copyrights), or otherwise injurious to third parties or objectionable, and Your Materials do not consist of or contain software viruses, political campaigning, commercial solicitation outside of the GiFT Services, chain letters, mass mailings, or any form of "spam" or unsolicited commercial electronic messages. You may not use a false e-mail address, impersonate any person, business or entity, or otherwise mislead as to the origin of any of Your Materials.

If, in GiFT's reasonable opinion, any of your activities using GiFT Services or any of Your Materials (including information accessible through a link in Your Materials), are in violation of any applicable laws and regulations or a third party's legitimate rights (including without limitation intellectual property rights), the terms of this Agreement that may otherwise subject GiFT or its affiliates to liability, GiFT reserves the right (but not the obligation), in its sole discretion, to remove, edit or otherwise alter Your Materials, or any part thereof, and/or limit or suspend the provision of the GiFT Services or any part thereof (including, without limitation, limiting the number or types of Your Products that you can publish on the GiFT Services for such duration as GiFT may, in its sole discretion, consider appropriate). GiFT does not regularly review Your Materials.

You may delete certain of Your Materials from public view (i.e., remove it from Publication) or, where such functionality is offered, change settings so that it is only shown to others to whom you grant access.

If you do Publish Your Materials, and unless we indicate otherwise, you grant GiFT a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant GiFT, and any affiliates, the right to use the name that you submit in connection with Your Materials, if we choose. You represent and warrant that you own or otherwise control all of the rights to Your Materials; that Your Materials are accurate; that use of the content you supply in Your Materials does not violate this policy and will not cause injury to any person or entity; and that you will indemnify GiFT for all claims resulting from Your Materials you supply. GiFT takes no responsibility and assumes no liability for any of Your Materials posted by you or any third party, except to the extent that any liability arises from our failure to properly remove Your Materials when notified of the illegal nature of Your Materials by your contacting us through assistance@greenfence.com arising out of or on the grounds of, or originating from Your Materials that you have communicated to us.

23. How to Serve a Subpoena or Other Legal Process

GiFT accepts service of subpoenas or other legal processes only through GiFT's commercial registered agent, Bryan M. Williams. Subpoenas or other legal process may be served by sending them to Mr. Williams at the following address:

410 S. Rampart Blvd, Suite 350, Las Vegas, Nevada 89145, USA.
Attn: GiFT / Greenfence Consumer

Please note also that providing detailed and accurate information at the outset will facilitate efficient processing of your request. That information will include, by way of example only, e-mail addresses, name of businesses, details of the Product, payment information, IP address, and complete time stamps.

24. Notice and Procedure for Making Claims of Intellectual Property Infringement

GiFT respects the intellectual property of others. If you believe that your intellectual property rights have been infringed, please submit your complaint to the address below. This may be used to report all types of intellectual property claims including, but not limited to, copyright, trademark, and patent claims. We strive to respond to the concerns of rights owners about any alleged infringement, and we terminate repeat infringers in appropriate circumstances.

Bryan Williams, 410 S. Rampart Blvd, Suite 350, Las Vegas, Nevada 89145, USA
e-mail: IP@greenfence.com

Written claims concerning copyright infringement must include the following information:

- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;

- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

25. Notice and Procedure for Making Complaints of Rights Infringements

If you believe that your rights are being infringed, you may send us notice by contacting us at assistance@greenfence.com. We respond expeditiously to rights owners and their agents who contact us and who communicate concerns about any alleged infringement.

On receipt of such contact, we may take certain actions, including removing information or a Product, all of which are taken without any admission as to liability and without prejudice to any rights, remedies or defenses, all of which are expressly reserved. Furthermore, in contacting us about an infringement, you grant to GiFT the right to use, reproduce, modify, adapt, publish, translate, create derivative works from, and display its content throughout the world in any media. This includes forwarding your communication to GiFT to the parties involved in the provision of the allegedly infringing content. You agree to indemnify GiFT for all claims brought by a third party against GiFT arising out of or in connection with the contact by you of any alleged infringement.

Note on Third Party Product Listings: Please keep in mind that Marketer Published Products are merely hosted on GiFT Sites and are posted solely at the direction of such Marketers, who may be contacted through their details provided on the Published Products.

Important Warning: Sending GiFT false, misleading or inaccurate information may result in civil and/or criminal liability. You should contact a legal advisor should you have any questions.

26. Notice and Procedure for Notifying GiFT of Defamatory Content

Because many Products are Published or are available on GiFT Sites, it is not possible for us to be aware of the contents of each Product that is available, displayed or Published. Accordingly, we operate on a "notice and action" basis. If you believe that any content on or within a Product on GiFT Sites contains a defamatory statement, please notify us immediately by contacting us at assistance@greenfence.com with the subject line "Defamation Notice [insert your name]"

Important Warning: Sending GiFT false, misleading or inaccurate information to GiFT on Defamatory Content on GiFT Sites may result in civil and/or criminal liability.

27. Warranties and Liability

We attempt to ensure that the availability of GiFT Services will be uninterrupted and that transmissions will be error-free. However, due to the nature of the internet, this cannot be guaranteed. Also, your access to GiFT Services may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

THE GIFT SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE GIFT SERVICES ARE PROVIDED BY GIFT ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. GIFT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE GIFT SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE GIFT SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE GIFT SERVICES IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY LAW, GIFT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GIFT DOES NOT WARRANT THAT THE GIFT SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE GIFT SERVICES, GIFT'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM GIFT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULL EXTENT PERMISSIBLE BY LAW, GIFT WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY GIFT SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY GIFT SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

YOU AGREE TO INDEMNIFY GIFT, OUR AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES AND TO HOLD THEM HARMLESS, FROM ANY AND ALL DAMAGES, LOSSES, CLAIMS AND LIABILITIES (INCLUDING LEGAL COSTS ON A FULL INDEMNITY BASIS) WHICH MAY ARISE FROM YOUR SUBMISSION, POSTING OR DISPLAY OF ANY CONTENT, FROM YOUR USE OF THE GIFT SITES OR GIFT SERVICES, OR FROM YOUR BREACH OF THE TERMS. YOU HEREBY FURTHER AGREE TO INDEMNIFY AND SAVE GIFT, OUR AFFILIATES, DIRECTORS, OFFICERS AND EMPLOYEES HARMLESS, FROM ANY AND ALL LOSSES, DAMAGES, CLAIMS, LIABILITIES (INCLUDING LEGAL COSTS ON A FULL INDEMNITY BASIS) WHICH MAY ARISE FROM

YOUR BREACH OF ANY REPRESENTATIONS AND WARRANTIES MADE BY YOU TO GiFT, INCLUDING BUT NOT LIMITED TO THOSE SET FORTH IN SECTION 8 AND SECTION 29 HEREUNDER.

The laws of some countries do not allow part, some or all of the limitations described above. If these laws apply to you, part, some or all of the above limitations may not apply to you and you might have additional rights.

28. Disputes

Any dispute or claim you have that relates, in any way, to your use of any GiFT Service, or to Products sold, offered or distributed through GiFT Sites, collectively a "Dispute", will be resolved by binding arbitration, rather than in court, except that you may assert a Dispute in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to all Disputes.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms of Use as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Dispute to our registered agent Bryan Williams at 410 S. Rampart Blvd, Ste. 350, Las Vegas, Nevada 89145, USA, Attn: GiFT / Greenfence Consumer. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules. The AAA's rules are available at www.adr.org or by calling +1 800 778 7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You may choose to have the arbitration conducted by telephone, based on written submissions or, if you choose to have the arbitration conducted in person, you irrevocably submit to the exclusive jurisdiction and venue of Clark County, Nevada, USA or Los Angeles County, California, USA.

We each agree that any Disputes will be conducted only on an individual basis and not in a class, consolidated or representative action. If, for any reason, a Dispute proceeds in court, rather than in arbitration, we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

29. Termination

If any of the following circumstances occurs, GiFT shall have the right to terminate the Agreement immediately at such time deemed appropriate by GiFT acting in its sole discretion and you agree to forfeit any monies paid for any Products to GiFT, whether directly or as part of a purchase from a third party, without GiFT incurring any liability:

- a. GiFT has reasonable grounds to believe that you are using the GiFT Site or GiFT Services for any fraudulent or other unlawful purpose;
- b. On complaint or claim from any third party, GiFT has reasonable grounds to believe that you have willfully or materially breached a contract with the third party complainant, including without limitation: (1) where the Marketer have failed to deliver the Product to the complainant, including where applicable after receiving funds from the complainant; or; (2) where the Consumer failed to make payment to the complainant after receipt of the Products delivered by the complainant, or (3) where the Marketer delivered Products that fail to materially meet, in our sole determination, the terms and descriptions outlined in Your Materials;
- c. GiFT has reasonable grounds to believe that you are involved in the production or offering of any inferior Products which infringe any intellectual property rights or other legitimate rights of any third party;
- d. GiFT has reasonable grounds to believe that you are infringing any intellectual property rights or other legitimate rights of GiFT;
- e. You assign or transfer part or all of its rights and obligations under this Agreement to a third party (including usage of your Account) without GiFT's prior written consent;
- f. You sell any business information related to Consumers and/or buy leads/inquiries which are obtained by you as a result of your use of the GiFT Services, without the Consumer's or GiFT's prior written consent;
- g. You are involved in any scheme or activities to undermine the integrity or normal operation of the computer systems or networks of the GiFT Sites (including, but not limited to, gaining unauthorized access to the systems of the GiFT Sites, or stealing, modifying or deleting the information of other users of the GiFT Sites without authorization);
- h. You are in breach of any of your representations, warranties and undertakings in this Agreement;
- i. You have failed to rectify any breach of this Agreement other than those under the preceding Section 29 termination circumstances hereof within 10 working days of being notified by GiFT of such breach;
- j. You have committed breaches of this Agreement, other than those under the first eight Section 29 termination circumstances hereof two or more times;
- k. You are deemed to be an Offshore Entity pursuant to Section 19 of this Agreement;
- l. Your business ceases to conduct its operations, is insolvent or wound up, or becomes the subject of any voluntary or involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors or similar proceeding
- m. You and/or your director(s), officer(s) or controlling party/ies became, or GiFT has reason to believe that you and/or your director(s), officer(s) or controlling party/ies will become an entity or person that is subject to any economic or trade sanctions of any governmental, international or regulatory entities, provided that should GiFT exercise its right of termination under this Section

29, GiFT may, in its sole discretion (but not as an obligation), refund to you within 90 days part or all of the fees for any unused Products for the remainder of the Service Period after the termination date.

n. If the Agreement is terminated under Section 29 and other provisions of this Agreement, GiFT shall have the right to refuse any and all current or future use by you of the GiFT Services or any other services that may be provided by GiFT.

o. In the event that GiFT does not receive full payment of any due amounts within ten (10) days, any of your Products shall be terminated or forfeited immediately without further notification from GiFT. Access to GiFT and GiFT Sites shall be denied upon such termination.

p. Notwithstanding any of the foregoing provisions of this Section 29, GiFT may at any time with 30 calendar days prior written notice for convenience without reason terminate this Agreement. Such termination shall be without prejudice to all rights and obligations incurred by you and GiFT on and prior to the termination date. GiFT may, at its sole discretion, refund within 90 days to you some or all of any monies received from you for unused Products after the termination date.

q. It is your sole obligation to keep GiFT informed of a valid and legally permissible account for receiving any funds payable to you under this Agreement. GiFT shall not be responsible for any delay or failure of receipt of funds by you arising out of incomplete or inaccurate information provided by you and GiFT shall only use its reasonable commercial efforts to contact you in respect of any such delay or failure.

30. Force Majeure

Under no circumstances shall GiFT be held liable for any delay or failure or disruption of the GiFT Services resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, acts of God, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, pandemics, shortages of labor or materials, terrorism, war, governmental actions, orders of domestic or foreign courts or tribunals.

31. Compliance with Laws and Regulations

You will comply with all applicable local, national and international laws, regulations, treaties and industry standards, including, without limitation, those pertaining to the manufacture, pricing, fees, offer, sale and distribution, quality and safety of the relevant Products. In the event any provision of this Agreement is stricter than applicable local, national or international law, you will comply with this Agreement. However, if there is any conflict between the provisions of this Agreement and the requirements of any applicable local, national or international law, you will comply with the local, national or international law. You agree you will notify us in writing of any such conflicts. GiFT reserves the right to cooperate fully with governmental authorities, private investigators and/or injured third parties in the investigation of any suspected criminal or civil

wrongdoing. Further, GiFT may disclose your identity and contact information, if requested by a government or law enforcement body, an injured third party, or as a result of a subpoena or other legal action. GiFT shall not be liable for damages or results thereof, and you agree not to bring any action or claim against GiFT for such disclosure. In connection with any of the foregoing, GiFT may suspend or terminate your account as GiFT deems appropriate at its sole discretion. GiFT shall have the right to publish the records relating to handling of complaints against you, breaches by you or termination of this Agreement. You hereby grant to GiFT a non-exclusive, royalty-free, sub-licensable, worldwide, transferable license to (a) display, publish or transmit all or part of Your Materials to others through the GiFT Services, (b) link, copy, store, adapt, translate or make other reasonable use of all or part of Your Materials or any adaptations thereof, necessary to provide the GiFT Services in any medium known now and in the future. You authorize GiFT (GiFT however has no obligation) to, directly or indirectly, in such form and at such time and conditions at GiFT's sole discretion, promote, on behalf of you, any of Your Materials. To the extent that GiFT does not materially modify such of Your Materials, you agree and undertake that you shall be solely responsible for, and shall keep GiFT fully indemnified against any action, liability, claim, loss, damage and expense (including legal cost) arising from or related to such of Your Materials.

32. Applicable Law

By using any GiFT Site or GiFT Service, you expressly and unconditionally consent and agree that the United States Federal Arbitration Act, applicable federal law, and the laws of the state of Nevada, USA, without regard to the principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and GiFT.

33. Policies, Headings, Modification & Severability

Please review our other policies, such as our Privacy Policy, posted on this site. These policies also govern your use of the GiFT Site and GiFT Services. We reserve the right to make amendments or restatements to our site, policies, Service Terms, and these Terms of Use at any time. The amended and restated Agreement and Terms shall be effective immediately after posting and will govern our relationship with you. After posting by GiFT of the amended and restated Agreement and Terms, your continued use of the GiFT Services and GiFT Software shall be deemed to be acceptance of the amended terms. This Agreement may not otherwise be modified except in writing by an authorized officer of GiFT. If any of these Terms shall be deemed invalid, void, or for any reason unenforceable, that Term shall be deemed severable and shall not affect the validity and enforceability of any remaining Term.

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

34. Waiver

If you breach these Terms of Use and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms of Use.

35. Our Address for Inquiries

Our address is GiFT / Greenfence Consumer LLC, 1601 Sepulveda Blvd, #752, Manhattan Beach, CA 90266, USA.

36. Assignment

GiFT shall have the right to assign this Agreement (including all of its rights, titles, benefits, interests, and obligations and duties in this Agreement) to any person or entity (including any affiliates of GiFT). You may not assign, in whole or part, this Agreement to any person or entity.

37. Entire Agreement

This Agreement constitutes the entire agreement between you and GiFT, with respect to and governing the use of the GiFT Site and GiFT Services, superseding any prior written or oral agreements in relation to the same subject matter herein.

If there is any conflict between the English version and another language version of this Agreement, the English version shall prevail. Any non-English language version of this Agreement is provided for reference purposes only.

ADDITIONAL TERMS APPLICABLE TO GiFT SOFTWARE

The following terms ("Software Terms") apply to any software (including any updates or upgrades to the software) and any related documentation we make available to you in connection with GiFT Services (the "GiFT Software").

1. Use of the GiFT Software

You may use GiFT Software solely for purposes of enabling you to use the GiFT Services as provided by GiFT, and as permitted by these Terms of Use and any Service Terms. You may not incorporate any portion of the GiFT Software into other programs or compile any portion of it in combination with other programs, or otherwise copy (except to exercise rights granted in this section), modify, create derivative works of, distribute, assign any rights to, or license the GiFT Software in whole or in part. All software used in any GiFT Service is the property of GiFT or its software suppliers and is protected by United States and international copyright laws.

2. Use of Third-Party Services

When you use the GiFT Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile software provider. Your use of these third-party services may be subject to the separate policies, terms of use, and fees of these third parties.

3. No Reverse Engineering

You may not bypass any security of, reverse assemble, reverse engineer, tamper with, decompile or disassemble the GiFT Software, whether in whole or in part. You may not attempt to recreate the GiFT Software.

4. Updates

We may offer automatic or manual updates to the GiFT Software at any time and without notice to you.

5. Government End Users

If you are a U.S. Government end user, we are licensing the GiFT Software to you as a "Commercial Item" as that term is defined in the U.S. Code of Federal Regulations (see 48

C.F.R. § 2.101), and the rights we grant you to the GiFT Software are the same as the rights we grant to all others under these Terms of Use.

6. Conflicts

In the event of any conflict between these Terms of Use and any other GiFT or third-party terms applicable to any portion of GiFT Software, such as open-source license terms, such other terms will control as to that portion of the GiFT Software and to the extent of the conflict.

ADDITIONAL GIFT SERVICES AGREEMENT FOR MARKETERS

General Terms

Welcome to GiFT Marketer Solutions, a suite of optional GiFT Services available for Marketers.

THIS GIFT SERVICES & GIFT SOLUTIONS MARKETER AGREEMENT (THE "MARKETER AGREEMENT") CONTAINS THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF GIFT SERVICES AND IS AN AGREEMENT BETWEEN YOU OR THE BUSINESS YOU REPRESENT AND GIFT. BY REGISTERING FOR OR USING THE GIFT SERVICES, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS OF THIS MARKETER AGREEMENT, INCLUDING ANY SERVICE TERMS AND PROGRAM POLICIES THAT APPLY FOR EACH COUNTRY FOR WHICH YOU REGISTER OR ELECT TO USE A GIFT SERVICE (IN EACH CASE, THE "ELECTED COUNTRY").

As used in this Marketer Agreement, "we," "us," "our", "GIFT" and "GiFT" means the applicable GiFT Contracting Party and any of its applicable subsidiaries or Affiliates, and "you" or "your" means the applicant (if signing up and onboarding for or using a GiFT Service as an individual), or the business employing the applicant (if signing up and onboarding for or using a GiFT Service as a business) and any of its Affiliates. Capitalized terms have the meanings given to them in this Marketer Agreement. If there is a conflict among terms in this Marketer Agreement, the Marketer Agreement (including any Program Policies) will prevail over any applicable Service Terms and the Terms of Use, and the applicable Service Terms will prevail over the Terms of Use. In the event of any conflict between this Marketer Agreement and any other agreement you have with GiFT, this Marketer Agreement will prevail.

Definitions

As used in this Marketer Agreement, the following terms have the following meanings:

"Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with that entity.

"Consumers" means any Consumers, consumers or shoppers who use, buy or consume a Marketer's Products through mygft.com.

"Content" means copyrightable works under applicable Law and content protected by database rights under applicable Law.

"Expected Delivery Date" means, with respect to any of Your Products, the date on which you deliver or Publish the Published Product for Consumers.

"GiFT Account" means the ledger account that is opened by GiFT for any Marketer, into which, for example, funds deposited by a Marketer are recorded, Proceeds are recorded, Settlement can be made, and the recorded net balance (i.e., the amount recorded that is not applied to Products) of such GiFT Accounts can be withdrawn by the respective Marketer to their bank account.

"GiFT Associated Properties" means any website or other online point of presence, mobile application, service or feature, other than a GiFT Site, through which any GiFT Site, or Products available on any of them, are syndicated, offered, merchandised, advertised, or described.

"GiFT Site" or "GIFT SITE" means any GiFT website including, but not limited to, mygft.com and gftmaker.com.

"GiFT Service" or "GIFT SERVICE" means any of Your Products that are fulfilled by or through the services offered by GiFT, including through the GiFT Sites, marketing on GiFT, transaction processing services and other applicable services, together in each case with any related services and materials we make available.

"GiFT Refund Policies" means the refund policies published on the applicable GiFT Site and applicable to Products offered via that GiFT Site.

"GiFT Transaction Information" means, collectively, Purchase Order Information, Contract Information, Invoice Information and any other data or information acquired by you or your Affiliates from GiFT, its Affiliates, or otherwise as a result of this Agreement, the transactions contemplated by this Agreement, or the parties' performance under this Agreement.

"Governing Courts" means the state or Federal court in Clark County, Nevada, United States.

"Governing Laws" means the applicable one of the following: The laws of the State of Nevada, United States together with the Federal Arbitration Act and other applicable federal law

"Insurance Limits" means One Million U.S. Dollars (\$1,000,000), or local currency equivalent.

"Insurance Threshold" means Ten Thousand U.S. Dollars (\$10,000), or local currency equivalent.

"Intellectual Property Right" means any patent, copyright, Trademark, domain name, moral right, trade secret right, or any other intellectual property right arising under any Laws and all ancillary and related rights, including all rights of registration and renewal and causes of action for violation, misappropriation or infringement of any of the foregoing.

"Law" means any law, ordinance, rule, regulation, order, license, permit, judgment, decision, or other requirement, now or in the future in effect, of any governmental authority (e.g., on a federal, state, or provincial level, as applicable) of competent jurisdiction.

"Local Currency" means the currency of the country in which the Marketer is located.

"Marketer" means a third party company including, but not limited to, brands, retailers, publishers, distributors, and marketing agencies who utilize GiFT Sites and GiFT Services to create, fund, list, Publish, offer and settle Products and/or such third parties who participate in any Settlement.

"Marketer's Total Price" means the Marketer's gross price for a Product which includes: (i) the Referral Fee, (ii) all expenses and other charges such as taxes and customs duties to the extent required, and (iii) any amounts that you (as a Marketer) fail to pay to us or our Affiliates on or before an applicable due date.

"Purchase Order Information" means, with respect to any of Your Products ordered through a GiFT Site, the order information and/or shipping information that we provide or make available to you.

"Person" means any individual, corporation, partnership, limited liability company, governmental authority, association, joint venture, division, or other cognizable entity, whether or not having distinct legal existence.

"Proceeds" means the gross proceeds from any of Your Transactions, including: (i) the Referral Fee; and; (ii) all expenses and other charges such as taxes and customs duties to the extent required.

"Product" means a digital product or service created, Published, listed or offered by a Marketer on GiFT Sites, with the Marketer utilizing GiFT's gftmaker.com or GiFT services to create, fund and settle such Products. A Marketer's Products may include, but are not limited to, marketing campaigns, games, videos, pictures, coupons, and artwork. A Product may comprise one or more Product Items that can result in Your Transaction (e.g., a Product may be a campaign of 100 coupons, each of those coupons being a Product Item that can separately result in a redemption by a Consumer).

"Product Item" means the unit or units within a Product, each of which has a Price/Value, and each of which can be separately redeemed or offered to one or more Consumers (e.g., a Product may be a campaign of 100 coupons, each of those coupons is a Product Item, as each can separately result in a redemption by a Consumer and thereby become Your Transaction).

"Program Policies" means all terms, conditions, policies, guidelines, rules, and other information on the applicable GiFT Site, including any shown elsewhere in GiFT such as in our help center.

"Publish", "Published" or "Publishing" means where a Marketer has utilized GiFT's gftmaker.com site to create, fund, list, publish, offer and settle Products (including, but not limited to, marketing

campaigns, games, videos, pictures, coupons, and artwork where the Marketer has paid GiFT a required sum of money for their created Product to enable it to be offered to Consumers).

"Price/Value" means the price or value of each Product Item, including any applicable taxes and expenses, but excluding Referral Fees.

"Referral Fee" means the applicable fee based on the fee schedule in your marketer contract for the particular Product at the time of payment; this Referral Fee is based on GiFT's categorization of the type of Product being funded and the parties involved in the Settlement of the transaction.

"Required Product Information" means, with respect to each of Your Products in connection with a particular GiFT Site, the following (except to the extent expressly not required under the applicable Program Policies): (a) description, including as applicable, location-specific availability and options; (b) product references (e.g., applicable SKUs), and other identifying information as may reasonably be requested or appropriate; (c) information regarding availability, limitations or requirements (in each case, in accordance with any categorizations that GiFT may prescribe from time to time); (d) categorization within each GiFT Service category and browse structure as GiFT may prescribe from time to time; (e) Price/Value of each item of Your Product excluding any Referral Fees; (f) any text, terms, disclaimers, notices, warranties, or other content required by you or applicable Law to be displayed in connection with the offer, merchandising, or advertising of Your Product; (g) any other details applicable to Your Product that a Consumer should be aware of; (h) brand; (i) scope; (j) any required specifications; (k) the stores, state and/or country Your Product will be available in; and (l) any other information reasonably requested by us that demonstrate your ability to offer Your Products.

"Service Terms" means any service terms applicable to each GiFT Service, which are made part of this Agreement upon the date you elect to register for or use the applicable GiFT Service, and any subsequent modifications we make to those terms.

"Settlement" means the result of any transaction or Your Transactions whereby the parties to that transaction receive their agreed upon share based on the fee schedule in your marketer contract. Settlement parties may include, for example, a retailer or GiFT (for its Referral Fee).

"Technology" means any: (a) ideas, procedures, processes, systems, methods of operation, concepts, principles, and discoveries protected or protectable under the Laws of any jurisdiction; (b) interfaces, protocols, glossaries, libraries, structured XML formats, specifications, grammars, data formats, or other similar materials; and (c) software, hardware, code, technology, or other functional item.

"Trademark" means any trademark, service mark, trade dress (including any proprietary "look and feel"), trade name, other proprietary logo or insignia, or any other source or business identifier, protected or protectable under any Laws.

"URL Mark" means any Trademark, or any other logo, name, phrase, identifier, or character string, that contains or incorporates any top-level domain (e.g., .com, .edu, .ca, .fr, .jp) or any variation of a top-level domain (e.g., dot com, dotcom, net, or com).

"Your Material" means all Your Trademarks, Content, Your Products, Your information, data, materials, and other items or information provided or made available by you or your Affiliates to GiFT or its Affiliates.

"Your Personnel" means any affiliate or third party warranting, administering or otherwise involved in the offer, performance, or fulfillment of Your Products, including any of your employees, representatives, agents, contractors, or subcontractors.

"Your Product" means any Product that you have created, listed, offered, funded, or settled using GiFT Sites or GiFT Services.

"Your Sales Channel" means all sales channels and other means through which you or any of your Affiliates offer Products.

"Your Taxes" means any and all sales, goods and services, use, excise, premium, import, export, value added, consumption, and other taxes, regulatory fees, levies (specifically including environmental levies), or charges and duties assessed, incurred, or required to be collected or paid for any reason (a) in connection with any advertisement or offer of Your Product by you on or through or in connection with the Products; (b) in connection with any Products provided for which Your Products are, directly or indirectly, involved as a form of payment or exchange; or (c) otherwise in connection with any action, inaction, or omission of you or your Affiliates, or any Persons providing Products, or your or their respective employees, agents, contractors, or representatives, for which Your Products are, directly or indirectly, involved as a form of payment or exchange.

"Your Trademark" means Trademarks of yours that you provide to us: (a) in non-text form for branding purposes; and (b) separate from (and not embedded or otherwise incorporated in) any Product specific information or materials.

"Your Transaction" means the transactions that result from the purchase or redemption by a Consumer of any Product Item.

1. Enrollment

To begin the enrollment process, you must complete the sign up and onboarding process for one or more GiFT Services. Use of a GiFT Service is limited to parties that can lawfully enter into and form contracts under applicable Law. As part of the sign up and onboarding process, you must provide us with your (and, depending on your role, your business') legal name, address and email address. We may at any time cease providing any or all of the GiFT Services at our sole discretion and without notice.

2. Referral Fee Payments & Receipt of Proceeds

Fee details are described in the applicable Service Terms and/or Program Policies and/or marketer agreement you have with GiFT. You are responsible for all of your expenses in connection with this Marketer Agreement. To use a GiFT Service to Publish a Product, you must provide us valid bank account information for a bank account or bank accounts acceptable by GiFT (conditions for acceptance may be modified or discontinued by us at any time without notice) ("Your Bank Account"). You will use only a name you are authorized to use in connection with a GiFT Service and will update all of the information you provide to us in connection with the GiFT Services as necessary to ensure that it at all times remains accurate, complete, and valid. You authorize us (and will provide us documentation evidencing your authorization upon our request) to verify your information (including any updated information), to obtain credit reports about you from time to time, and to debit your GiFT Account for any sums payable by you to us (such as Referral Fees or otherwise) or to credit Your GiFT Account for any sums payable to you. All payments to you will be initiated by you (not us) and remitted to Your Bank Account through a banking network (or by other means specified by us).

If we determine that your actions or performance may result in non-payment to us of Referral Fees, chargebacks, claims, disputes, violations of our terms or policies, or other risks to GiFT or third parties, then we may in our sole discretion withhold any payments to you for as long as we determine any related risks to GiFT or third parties persist. For any amounts that we determine you owe us, we may (a) contact you to make a payment from Your Bank Account; (b) offset any amounts that are payable by you to us against any payments or amounts due to you; (c) invoice you for amounts due, in which case you will pay the invoiced amounts upon receipt; (d) reverse any credits not processed to Your Bank Account; (e) collect payment or reimbursement from you by any other lawful means; or (f) remove your Products from being Published until no further payments are due or amounts are owed to us. If we determine that your account has been used to engage in deceptive, fraudulent, or illegal activity, or to repeatedly violate this Marketer Agreement and/or any Program Policies, then we may in our sole discretion permanently withhold any payments to you. Except as provided otherwise, all amounts contemplated in this Marketer Agreement will be expressed and displayed in United States Dollars, and all payments contemplated by this Marketer Agreement will be made in the United States Dollars.

In addition, we may require that you pay other amounts to secure the performance of your obligations under this Marketer Agreement or to mitigate the risk of non-payment of Referral Fees, non-reimbursement of other third parties involved in Your Transaction, chargebacks, claims, disputes, violations of our terms or policies, or other risks to GiFT or third parties. These amounts may be refundable or nonrefundable in the manner we determine, and failure to comply with terms of this Marketer Agreement, including any applicable Program Policies, may result in their forfeiture.

As a security measure, we may, but are not required to, impose transaction limits on some or all Marketers and Consumers relating to the value of any transaction or disbursement, the cumulative value of all transactions or disbursements during a period of time, or the number of transactions per day or other period of time. We will not be liable to you: (i) if we do not proceed with a transaction or disbursement that would exceed any limit established by us for a security reason, or (ii) if applicable, if we permit a Consumer to withdraw from a

transaction because a GiFT Site or GiFT Service is unavailable following the commencement of a transaction.

3. Term and Termination

The term of this Marketer Agreement will start on the date of your completed registration for or use of a GiFT Service, whichever occurs first, and continue until terminated by us or you as provided in this Marketer Agreement (the "Term"). We may terminate or suspend this Marketer Agreement or any GiFT Service for any reason at any time by notice to you. You may terminate this Marketer Agreement or any GiFT Service for any reason at any time by the means then specified by GiFT. Termination or suspension of a GiFT Service will not terminate or suspend any other GiFT Service unless explicitly provided. Upon termination, all rights and obligations of the parties under this Marketer Agreement will terminate, except that Sections 2, 3, 4, 5, 6, 7, 8, 9, 11, 14, 15, 16, and 39 will survive termination, and the rights and obligations of other Marketers and GiFT with respect to Your Transactions occurring during the Term will survive the termination or expiration of the Term. Any terms that expressly survive according to the applicable Service Terms will also survive termination.

4. License

You grant us a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all of Your Materials, and to sublicense the foregoing rights to our Affiliates and operators of GiFT; provided, however, that we will not alter any of Your Trademarks from the form provided by you (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of Your Trademarks (provided you are unable to do so using standard functionality made available to you via the applicable GiFT Site or GiFT Service); provided further, however, that nothing in this Marketer Agreement will prevent or impair our right to use Your Materials without your consent to the extent that such use is allowable without a license from you or your Affiliates under applicable Law (e.g., fair use under United States copyright law, referential use under trademark law, or valid license from a third party).

5. Representations

You represent and warrant to us that: (a) if you are a business, you are duly organized, validly existing and in good standing under the Laws of the country in which your business is registered and that you are registering for the GiFT Service(s) within such country; (b) you have all requisite right, power, and authority to enter into this Marketer Agreement, perform your obligations, and grant the rights, licenses, and authorizations in this Marketer Agreement; (c) any information provided or made available by you or your Affiliates to GiFT or its Affiliates is at all times accurate and complete; (d) you and your financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or

controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority; and (e) you and all of your subcontractors, agents, and suppliers will comply with all applicable Laws in your performance of your obligations and exercise of your rights under this Marketer Agreement.

6. Indemnification

You release us and agree to indemnify, defend, and hold harmless us, our Affiliates, and our and their respective officers, directors, employees, representatives, and agents against any claim, loss, damage, settlement, cost, expense, or other liability (including, without limitation, attorneys' fees) (each, a "Claim") arising from or related to: (a) your actual or alleged breach of any obligations in this Marketer Agreement; (b) any of Your Sales Channels other than GiFT Sites and GiFT, Your Products (including their offer, performance, and fulfillment), Your Materials, any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing, and any personal injury, death, or property damage related thereto; (c) Your Personnel (including any act or omission of Your Personnel or any Claim brought or directed by Your Personnel); or (d) Your Taxes. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If, at any time, we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

7. Disclaimer & General Release

a. THE GIFT SITES AND THE GIFT SERVICES, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION MADE AVAILABLE ON OR PROVIDED IN CONNECTION WITH THE GIFT SERVICES, ARE PROVIDED "AS-IS." AS A USER OF THE GIFT SERVICES, YOU USE THE GIFT SITES, AND THE GIFT SERVICES, AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE AND OUR AFFILIATES DISCLAIM: (i) ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS MARKETER AGREEMENT, THE GIFT SERVICES OR THE TRANSACTIONS CONTEMPLATED BY THIS MARKETER AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; (ii) IMPLIED WARRANTIES ARISING OUT OF THE COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (iii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM OUR NEGLIGENCE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE GIFT SITES AND/OR THE GIFT SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE, TIMELY, SECURE, UNINTERRUPTED, OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR ANY GIFT SERVICE INTERRUPTIONS, INCLUDING BUT NOT LIMITED TO SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE CREATION, DISTRIBUTION, RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION, OR SETTLEMENT OF ANY TRANSACTIONS OR PROCESSES ENABLED BY GIFT SERVICES.

b. BECAUSE GIFT IS NOT INVOLVED IN TRANSACTIONS BETWEEN CONSUMERS AND MARKETERS OR OTHER PARTICIPANT DEALINGS, IF A DISPUTE ARISES BETWEEN ONE OR MORE PARTICIPANTS, EACH PARTICIPANT RELEASES GIFT (AND ITS AGENTS AND EMPLOYEES) FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

8. Limitation of Liability

WE WILL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHER THEORY), OR OTHERWISE) TO YOU OR ANY OTHER PERSON FOR COST OF COVER, RECOVERY, OR RECOUPMENT OF ANY INVESTMENT MADE BY YOU OR YOUR AFFILIATES IN CONNECTION WITH THIS MARKETER AGREEMENT, OR FOR ANY LOSS OF PROFIT, REVENUE, BUSINESS, OR DATA OR PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS MARKETER AGREEMENT, EVEN IF GIFT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE COSTS OR DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS MARKETER AGREEMENT OR THE TRANSACTIONS CONTEMPLATED WILL NOT EXCEED AT ANY TIME THE TOTAL AMOUNTS DURING THE PRIOR SIX-MONTH PERIOD PAID BY YOU TO GIFT IN CONNECTION WITH THE PARTICULAR PRODUCTS GIVING RISE TO THE CLAIM.

9. Insurance

You will and will cause your affiliates to (including through a third party) maintain: (a) commercial general liability insurance with a limit of \$1,000,000 U.S. dollars (or local currency equivalent) per occurrence and in aggregate to cover liabilities caused by or occurring in conjunction with the offer, sale, and performance of Your Products, unless we inform you in writing that you are exempt from this requirement; (b) workers' compensation insurance (or local country equivalent), including but not limited to coverage for all costs, benefits, and liabilities under workers' compensation and similar laws that may accrue in favor of any provider of Your Products, as required by applicable laws or regulations in all states or countries where you provide Your Products; and (c) vehicle or auto liability insurance (or local country equivalent) with limits of at least \$300,000 U.S. dollars (or local currency equivalent) per loss if the performance of any of Your Products involves the operation of an automobile or other motor vehicle. If the gross Proceeds from the sum of Your Transactions exceed the applicable Insurance Threshold during each month over any period of three (3) consecutive months, or otherwise if requested by us, then within thirty (30) days thereafter, you will maintain at your expense throughout the remainder of the Term for each applicable country commercial general, umbrella or excess liability insurance with the Insurance Limits per occurrence and in aggregate covering liabilities caused by or occurring in conjunction with the operation of your business, including products, products/completed operations and bodily injury, with policy(ies) naming GiFT and its assignees as additional insureds. At our request, you will provide to us certificates of insurance for the coverage by email at security@greenfence.com or by mail to GiFT, 1601 Sepulveda Blvd, #752, Manhattan Beach, CA 90266, USA.

10. Tax Matters

As between the parties, you will be responsible for the collection, reporting, and payment of any and all of Your Taxes, except to the extent that GiFT automatically calculates, collects, or remits taxes on your behalf according to applicable law. You agree to and will comply with the tax policies, including those described in Section 26, as follows: Any and all fees payable by you pursuant to this Marketer Agreement are exclusive of all sales, use, and similar taxes, and you will pay any taxes that are imposed and payable on such amounts. All payments made by you to GiFT under this Marketer Agreement will be made free and clear of any deduction or withholding (including but not limited to cross-border withholding taxes), as may be required by law. If any such deduction or withholding is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by GiFT is equal to the amount then due and payable under this Marketer Agreement. You will be responsible for paying GiFT any of Your Taxes imposed on such fees and any deduction or withholding required on any payment. Except as otherwise provided in this Marketer Agreement, you agree that GiFT is not obligated to determine whether taxes apply, and GiFT is not responsible to collect, report, or remit any taxes arising from any transaction. However, if a taxing authority requires us to pay any of your taxes, you will promptly reimburse us for the amounts paid. If the Product is provided from outside your Elected Country, the recipient of the Product may be required to pay, upon delivery, an amount related to assessed sales, goods and services, use, excise, import, value added, or other taxes or duties. Such taxes or duties, if any, are in addition to the proceeds collected by GiFT, and are solely your responsibility.

11. Confidentiality

During the course of your use of the GiFT Services, you may receive information relating to us or to the GiFT Services, including but not limited to GiFT Transaction Information, that is not known to the general public ("Confidential Information"). You agree that: (a) all Confidential Information will remain GiFT's exclusive property; (b) you will use Confidential Information only as is reasonably necessary for your participation in the GiFT Services; (c) you will not otherwise disclose Confidential Information to any other Person; and (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Marketer Agreement. You may not misrepresent or embellish the relationship between us in any way, and you may not issue any press release or make any public statement related to the GiFT Services, or use our name, trademarks, or logo, in any way (including in promotional material) without our advance written permission.

12. Force Majeure

We will not be liable for any delay or failure to perform any of our obligations under this Marketer Agreement by reasons, events or other matters beyond our reasonable control.

13. Relationship of Parties

Subject to the Transaction Processing Service Terms, described in Section 35, you and we are independent contractors, and nothing in this Marketer Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You will have no authority to make or accept any offers or representations on our behalf. This Marketer Agreement will not create an exclusive relationship between you and us. Nothing expressed or mentioned in or implied from this Marketer Agreement is intended or will be construed to give to any person other than the parties to this Marketer Agreement any legal or equitable right, remedy, or claim under or in respect to this Marketer Agreement. This Marketer Agreement and all of the representations, warranties, covenants, conditions, and provisions in this Marketer Agreement are intended to be and are for the sole and exclusive benefit of GiFT, you, and Consumers. As between you and us, you will be solely responsible for all obligations associated with the use of any third-party service or feature that you permit us to use on your behalf, including compliance with any applicable terms of use. You will not make any statement, whether on your site or otherwise, that would contradict anything in this section.

14. Use of GiFT Transaction Information

You will not, and will cause your Affiliates not to, directly or indirectly: (a) disclose any GiFT Transaction Information (except that you may disclose that information solely as necessary for you to perform your obligations under this Marketer Agreement if you ensure that every recipient uses the information only for that purpose and complies with the restrictions applicable to you related to that information); (b) use any GiFT Transaction Information for any marketing or promotional purposes whatsoever, or otherwise in any way inconsistent with our or your privacy policies or applicable Law; (c) contact a Consumer that has used or purchased Your Product with the intent to collect any amounts in connection therewith or to influence that Person to make an alternative transaction; (d) disparage us, our Affiliates, or any of their or our respective products or services or any Consumer; or (e) target communications of any kind on the basis of the intended recipient being a user on the GiFT Site. In addition, you may only use tools and methods that we designate to communicate with GiFT Site Consumers or users regarding Your Transactions, including for the purpose of scheduling, communicating, or canceling the fulfillment of Your Products. The terms of this Section 14 do not prevent you from using other information that you acquire without reference to GiFT Transaction Information for any purpose, even if that information is identical to GiFT Transaction Information, provided that you do not target communications on the basis of the intended recipient being a GiFT Site user or Consumer.

15. Suggestions and Other Information

If you or any of your Affiliates elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to any GiFT Site or GiFT Service (including any related Technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner. In order to cooperate with governmental requests, to protect our systems, Consumers and other users, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or

appropriate, including but not limited to a user's contact details, IP addresses and traffic information, usage history, and posted content. If we make suggestions on using the GiFT Services, you are responsible for any actions you take based on our suggestions.

16. Modification

We may amend any of the terms and conditions contained in this Marketer Agreement at any time and at our sole discretion. Any changes will be effective upon the posting of such changes on the applicable GiFT Site, and you are responsible for reviewing these locations and informing yourself of all applicable changes or notices. All notice of changes to the Marketer Agreement and the Service Terms will be posted. Changes to Program Policies may be made without notice to you. You should refer regularly to the Marketer Agreement to review the current Marketer Agreement, including any applicable, published Service Terms and Program Policies, and to be sure that the Products you offer can be offered via the applicable GiFT Service. YOUR CONTINUED USE OF A GIFT SERVICE AFTER GIFT'S POSTING OF ANY CHANGES TO THE MARKETER AGREEMENT, INCLUDING ANY SERVICE TERMS AND PROGRAM POLICIES, WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS.

17. Password Security

Any password we provide to you may be used only during the Term to access GiFT Sites (or other tools we provide, as applicable) to use the GiFT Services, including to electronically accept or review Your Transactions. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your account in accordance with this Marketer Agreement) and you are solely responsible for any use of or action taken under your password. If your password is compromised, you are solely responsible for changing and you must immediately change your password.

18. Export

You will not directly or indirectly export, re-export, transmit, or cause to be exported, re-exported or transmitted, any commodities, software or technology to any country, individual, corporation, organization, or entity to which such export, re-export, or transmission is restricted or prohibited, including any country, individual, corporation, organization, or entity under sanctions or embargoes administered by the United Nations, US Departments of State, Treasury or Commerce, the European Union, or any other applicable government authority.

19. Your Products and Published Products

a. Products and Product Information. You will provide in the format we require accurate and complete Required Product Information for each Product that you offer through any GiFT Site and promptly update that information as necessary to ensure it at all times remains accurate and complete. You will also ensure that Your Materials, Your Products, your offer and/or your

subsequent sale of any of the same on any GiFT Site comply with all applicable Laws (and as may be expressly permitted under our applicable Program Policies). You may not provide any information for, or otherwise seek to offer any Products that you are not qualified to deliver or you cannot deliver, on any GiFT Sites; or provide any URL Marks for use, or request that any URL Marks be used, on any GiFT Site, other than when explicitly requested by us.

b. Published Products; Merchandising; Order Processing. We will enable you to Publish Your Products on a particular GiFT Site, and may enable you to promote Your Products as permitted by us. We may use mechanisms that rate, or allow Consumers to rate, Your Products and your performance as a Marketer, and GiFT may make these ratings and feedback publicly available. We will provide confirmation details to you for each redemption or order for Your Products through the GiFT Site. We will also, where applicable, receive all Proceeds on your behalf for each of these transactions and will have exclusive rights to do so, and will remit them to the appropriate Settlement parties in accordance with this Marketer Agreement. You will accept and fulfill redemptions and, as applicable, orders, in the same manner as you accept and fulfill non-invoiced orders, except as otherwise provided in this Agreement.

c. Credit Card Fraud and Unpaid Invoices. You will bear all other risk of fraud or loss. We may in our sole discretion withhold for investigation, refuse to process, remove from Publishing, restrict, stop, and/or cancel any of Your Transactions. You will remove from Publishing, stop or cancel Your Products if we ask you to do so. Where applicable, you will refund any Consumer (in accordance with the immediate preceding Section sub-section hereof) that has been charged for Your Products pursuant to the foregoing.

20. Your Performance in Selling & Publishing Products

Further to the obligations described in this Marketer Agreement, additionally you will and will cause Your Personnel to:

- a. Act in accordance with the information set forth on the applicable Product description page on the GiFT site and in accordance with any applicable requirements;
- b. Act in a competent and workmanlike manner in accordance with the level of professional care customarily observed by highly skilled professionals developing similar Products;
- c. Comply with any requirements and other policies that GiFT may designate and, upon request, provide GiFT with reports (in a form designated by GiFT) relating to your compliance with these requirements;
- d. Maintain industry standard and any other certifications and licenses required by applicable laws or regulations and, upon GiFT's request, provide copies to us;
- e. Strive towards the continual identification of environment, health, safety, business ethics, labor, human rights, and legal compliance risks associated with your operations. You should periodically conduct self-evaluations to ensure that your business, along with your subcontractors, meet or exceed industry best practices. Any potential risks identified in your self-evaluation must be used by you to determine the relative significance of each risk, and

implement appropriate procedures/controls to ensure that these risks are mitigated. If you identify a risk that cannot be mitigated, which has the potential to impact the Products you provide through GiFT to others, you must notify GiFT of this risk in writing. Upon request, you must provide GiFT with information related to the above practices and their enforcement by you, in a form designated by GiFT;

f. Use GiFT Transaction Information made available to you, including Consumer's names, addresses and telephone numbers, solely for the purpose of communicating regarding Your Products, and ensure that any third-party software you use in rendering Your Products similarly protects GiFT Transaction Information;

g. Not in any way represent to Consumers that you or Your Personnel are GiFT or that you or Your Personnel are acting on behalf of GiFT; and;

h. Inform GiFT of any and all regulatory filings or permits that GiFT is obligated to obtain in order for you and/or Your Personnel to manage Your Products.

You represent and warrant that: (a) Your Products and all aspects of their offer, sale, and performance will comply with all applicable laws, including any applicable licensing, registration, or filing requirements; and (b) you and Your Personnel are authorized to lawfully provide Your Products.

21. Additional Products & Competing with GiFT

Without limiting any other restrictions on your use of information made available through a GiFT Site, you and Your Personnel will not at any time solicit orders or market to GiFT Consumers, or develop, any Products similar to any of Your Products delivered through GiFT, except as expressly permitted by this Marketer Agreement and applicable GiFT policies.

22. Background Checks

You and Your Personnel who will be offering any of Your Products to Consumers may be required to successfully pass an individual and/or business background check conducted by a third party acting on our behalf. We may also periodically require a background check on you, Your Personnel, or your business, or request information regarding your own background check policies and procedures (including before you offer any of Your Products through a GiFT Site) and you will cooperate with GiFT and any third party acting on our behalf. The individual and business background check decision criteria will not be made available to you. We have the right to refuse any business or individual applicant for any reason. Any background check on you or Your Personnel may be conducted at any time for any reason.

23. Consumer & Marketer Communication Policy

As a provider of Products on a GiFT Site, you can only contact a Consumer to respond to a service request. Other than through a GiFT Site, you may not use GiFT Transaction Information to contact Consumers in any way for other marketing or promotional purposes via email, social media, messaging applications, physical mail, telephone or otherwise.

If you send an email/message to a Consumer, or if you respond to any requests from Consumer that does not specifically ask for it, your email, messages and other communications must not include any of the following:

- Links to any website
- References to your or your business's direct phone number or email address
- Any promotion for additional Products
- Referral to third-party digital products, services or promotions.

24. Cancellation Policy

a. Marketer Cancellations

To provide the best experience for Consumers, and only where applicable to orders, GiFT may deduct a cancellation fee for order cancellations directly attributed to the Marketer, regardless of who initiated the cancellation. As a Marketer on a GiFT Site, it is important to note that in addition to incurring a fee per cancellation, any Consumer reviews and ratings of you may be negatively impacted by cancellations. Cancellation fees, where applicable, are provided in the fee schedule in the marketing contract we have with you.

b. Consumer-Requested Cancellation Policy

Where applicable, if a Consumer reaches out to you to cancel, you agree you will not cancel their order and you will direct them to the GiFT Site to cancel their order. Canceled orders cannot be reactivated and if the Consumer cancels, they will need to re-order.

25. Payment Acceptance Policy

As a Marketer on a GiFT Site, you will ensure all payments (including refunds and discounts) for Products initiated through the GiFT site are processed through GiFT. Failure to comply with this policy may result in a warning, suspension of your account for a time period determined by GiFT or termination of your account. If we determine that you or your personnel circumvent this policy, we may withhold any payments to you until the completion of any related investigation or recovery of GiFT's fees.

26. Tax Policies

As between the parties, you will be responsible for the collection and payment of any and all of your taxes. Any and all fees payable by you pursuant to this Marketer Agreement are exclusive of all sales, use, and similar taxes, and you will pay any taxes that are imposed and payable on such amounts. Except as otherwise provided in this Marketer Agreement, you agree that GiFT is not obligated to determine whether taxes apply, and GiFT is not responsible to collect, report, or

remit any taxes arising from any transaction. However, if a taxing authority requires us to pay any of your taxes, you will promptly reimburse us for the amounts paid. If the Product is provided outside your Elected Country, the recipient of the Product may be required to pay, upon delivery, an amount related to assessed sales, goods and services, use, excise, import, value added, or other taxes or duties. Such taxes or duties, if any, are in addition to the Proceeds collected by GiFT.

27. Zero Tolerance Policy

GiFT will immediately suspend GiFT account privileges for you and/or Your Personnel pending our investigation of any of the following Consumer-reported incidents:

- Fraudulent or offensive behavior (including information on your account, communication between you and GiFT, communication between you and our Consumers)

GiFT will investigate, but may elect to suspend or not suspend GiFT account privileges for you and/or Your Personnel for any of the following Consumer-reported incidents:

- An individual attempting to process payment outside of GiFT for Published Products and/or Products ordered and/or requests initiated through GiFT.

The GiFT team will decide the outcome of each investigation at its sole discretion.

28. Your Obligations if an International Marketer

When Publishing through GFT Sites as a Marketer located outside your own business location, there are important requirements you must follow to ensure a great experience for Consumers. Understanding and complying with these requirements is essential for success and required for your participation.

Before you begin marketing or selling Products to a country outside your business location, you need to provide a bank account in a country supported by GiFT in order to receive any applicable payments. In addition, you should understand the laws that apply to you as a Marketer on GiFT Sites, and you must only Publish, offer and/or sell Products that comply with those laws. You should consult with your legal and tax advisers who understand the requirements that may apply to you so that you only offer Products on a GiFT Site that:

- You are permitted to offer, promote or sell,
- You are able to deliver to the Consumer in a timely manner, with no Consumer surprises, and
- When selling Your Products, you are able to support after the sale.
- The following apply for each of Your Products that you offer, promote or sell on a GiFT Site:

- Consumer Expectations. You will provide Consumers with accurate information about the location from which you are Publishing Your Product.
- You provide an accurate town/city and country location in your Marketer profile and manage Consumer expectations.
- You do not expose Consumers to additional duties and taxes on any use or purchases of Your Products. You are responsible for payment of all applicable duties and fees. In short, Consumers must receive exactly what they expect without any additional charges or fees.
- Consumer Service. Where applicable, you must be prepared to respond quickly to Consumer-initiated contact. Consumers expect prompt, helpful service when they have questions or concerns about Your Products. You and/or Your Personnel must be able to respond quickly (but in any case, within 24 hours) to Consumer inquiries or other communications.
- When you interact with GiFT's help and support functions, you are required to communicate in English.
- Right to Offer or Sell. You must be permitted to offer, promote and/or sell Your Product on GiFT Sites. The laws of each country are different (and laws may vary within countries). As the Marketer of Your Products, it is your responsibility to ensure that you do not present Consumers with offers unless you have confirmed that you are permitted, under all applicable laws for the country of sale and/or delivery, to sell and/or deliver Your Product to all potential Consumers. For example, you should confirm that:
 - Offering, selling and/or delivery of Your Product will not violate the intellectual property rights of others
 - Published Products. You will Publish Your Products using the available languages and currencies of the GiFT Site.
 - Consumer charges. Your Published Products will include all applicable charges and taxes (including VAT, duties and/or excise taxes, etc. as applicable). You will provide tax invoices to the Consumer upon the Consumer's request, where applicable.
 - Taxes. You are solely responsible for (i) determining whether any taxes apply, (ii) accounting for any taxes due, and/or (iii) reporting to the appropriate tax authority. You are responsible for meeting any GST/VAT obligations that apply, including GST/VAT obligations in the Elected Country, the country to which you deliver Your Products, and any other applicable countries.
 - Compliance with the Marketer Agreement. You will, at all times, comply with the terms and conditions of this Marketer Agreement.

29. Offer, Sale and Fulfillment; Refunds

- **Offer, Sale and Fulfillment.** You will: (a) source, offer, promote and Publish Your Products in accordance with the terms of this Marketer Agreement, the Agreement, and all terms provided by you or us and displayed on the applicable GiFT Site at the time of Publishing and be solely responsible for and bear all risk for those activities; (b) retrieve transaction information at least once each business day; (c) where applicable, only cancel Your Transactions as permitted and where applicable pursuant to your terms and conditions appearing on the applicable GiFT Site at the time of the applicable transaction, or as may be required under this Marketer Agreement; (d) provide to GiFT information regarding fulfillment, in each case as requested by us using the processes designated by us, and we may make any of this information publicly available; (e) ensure that you are the Marketer of each of Your Products; (f) identify yourself as the Marketer of each of Your Products on all information included or provided in connection with Your Products and as the Person to which a Consumer may communicate about the applicable Product; and (g) except as expressly permitted by this Marketer Agreement, not send Consumers emails confirming orders, contracts or fulfillment of Your Products.
- **Cancellations and Refunds.** The GiFT Refund Policies will apply to Your Products as determined by this Marketer Agreement, the Agreement, applicable Service Terms, Program Policies and the fee schedules in your marketer agreements. Where applicable you will promptly accept, calculate, and process cancellations, refunds, and adjustments in accordance with this Marketer Agreement and the GiFT Refund Policies for the applicable GiFT Site. Without limiting your obligations, we may in our sole discretion accept, calculate, and process cancellations, refunds, and adjustments for the benefit of Consumers. You will route any payments in connection with Your Transactions through GiFT. We will make any payments to Consumers in the manner we determine, and you will reimburse us for all amounts we pay.

30. Problems with Your Products

- **Service Delivery and Performance Issues.** You are solely responsible for any non-performance, non-fulfillment, or other mistake or act in connection with Your Products, except to the extent caused by our failure to make available to you Purchase Order Information as it was received by us. You will notify us promptly as soon as you have knowledge of any non-performance, non-fulfillment, or any other matters that will or could result in Your Products for a Consumer being reasonably determined to be less than fully or adequately performed or completed.
- **Disputes.** If we inform you that we have received or initiated on a particular GiFT Site any dispute concerning one of Your Transactions, you will deliver to us in a format and manner we specify: (a) proof of fulfillment of Your Product(s) (as applicable); (b) the applicable GiFT reference number; (c) a description of Your Product(s) (as applicable); and (d) any terms provided by you or us and displayed on the GiFT Site at the time of the transaction in question. If you fail to comply with the prior sentence, or if the dispute is not caused by our failure to make your transaction information available as the same was received by us, then you will promptly reimburse us in accordance with the fee schedule in the marketing contract we have with you for the amount of the Consumer

redemption or purchase (including the Price/Value that is not subject to refund by GiFT) and all associated credit card, bank, or other payment processing information, and any re-presentment and/or penalty fees associated with the original purchase and any chargeback or refund, in each case to the extent paid or payable by us or our Affiliates.

31. Parity with Your Sales Channels.

Subject to this Section 31, you are free to determine which of Your Products you wish to offer on a particular GiFT Site. You will maintain parity between the services you offer through Your Sales Channels other than the GiFT Sites and the Products you Publish or make available on any GiFT Site by ensuring that: (a) the Price/Value and every other term of offer or, where applicable, sale of Your Product (including associated expenses, fees, "low price" guarantee, rebate or discount, any free or discounted services or other benefit available as a result of purchasing one or more other Products, and terms of applicable cancellation and refund policies) are at least as favorable to GiFT Site users as the most favorable terms upon which a product or service is offered or sold via Your Sales Channels other than the GiFT Sites; (b) Consumer service for Your Products is at least as responsive and available and offers at least the same level of support as the most favorable Consumer services offered in connection with any of Your Sales Channels other than the GiFT Sites; and (c) the Content and service information, and other information under this Marketer Agreement Section 19.a. regarding Your Products that you provide to us is of at least the same level of quality as the highest quality information displayed or used in Your Sales Channels other than the GiFT Sites. If you become aware of any non-compliance with (a) above, you will promptly compensate adversely affected Consumers by making appropriate refunds to them in accordance with this Marketer Agreement Section 20.b.

32. Compensation.

You will pay us: (a) the applicable Referral Fees; and (b) any other applicable fees described in this Agreement (including any applicable Program Policies). With respect to each of Your Transactions: (i) "Proceeds" has the meaning set out in this Marketer Agreement; and (ii) "Referral Fee" has the meaning set out in this Marketer Agreement.

33. Settlement of Transactions & Refunds.

We will update your available balance based on the transactions taking place the previous day (or at our option, on a more frequent basis) for your account and Your Products (the "Settlement Calculation"). This process may vary for each country. For each such case, your available balance is equal to your account balance for the day preceding the previous day, and (i) the sum of the previous days transactions including: (a) any funds remitted by you and received by us; and; (b) any Proceeds from Your Products; and (ii) after subtracting the previous days transactions including: (a) any Refunds made by you; (b) any withdrawals (i.e. cash outs) from your account; (c) any funds due to other parties resulting from the cumulative redemptions or sale of Your Products; (d) any Referral Fees due to GiFT from the cumulative redemptions or sales of Your Products; and; (e) any amounts we require you to maintain in your account balance pursuant to this Marketer Agreement (including payments withheld pursuant to Section

2 and Section 19.c., and applicable Program Policies); and (f) any taxes that GiFT calculates, collects and must remit to a tax authority according to applicable law.

We may establish a reserve on your account based on our assessment of risks to GiFT or third parties posed by your actions or performance, and we may modify the amount of the reserve from time to time at our sole discretion.

If you refund money to a Consumer in connection with one of Your Transactions, and the refund is routed through us (or our Affiliate), on the next Settlement Calculation we will refund to your GiFT account the amount of the Referral Fee paid by you to us attributable to the amount of the Consumer refund (including any taxes or other duties that we are permitted by applicable law to recover and refund), less an administration fee we will retain for each of Your Products refunded, which is described on the fee schedule in the marketing contract we have with you.

Proceeds that will result in a Settlement to you will be credited to your available balance when they are received by us or our Affiliates, and are payable to you when the Products are (a) fulfilled and undisputed; (b) fulfilled and a dispute(s) was resolved in your favor with no further disputes in the following seven days after resolution of the last dispute; (c) fulfilled, but a dispute(s) results in a refund(s) or chargeback(s) due to the Consumer, in which case you receive an amount net of this refund(s) or chargeback(s); or (d) not fulfilled, but you are due payment in accordance with the Fee Schedule or Program Policies.

34. Control of GiFT Sites.

We have the right in our sole discretion to determine the content, appearance, design, functionality, and all other aspects of the GiFT Sites, including by redesigning, modifying, removing, or restricting access to any of them, and by suspending, prohibiting, or removing any Published Product or Product available on GiFT Sites.

35. Transaction Processing Service Terms

BY REGISTERING FOR OR USING ANY GIFT SERVICE (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) YOU AGREE TO BE BOUND BY THESE TRANSACTION PROCESSING SERVICE TERMS. NOTWITHSTANDING THE FOREGOING, IF A SEPARATE AGREEMENT GOVERNS THE OFFER, SALE OR FULFILLMENT OF YOUR PRODUCTS OR SERVICES ON A GIFT SITE, THE TERMS OF THAT AGREEMENT WILL CONTINUE TO GOVERN THE PROCESSING OF YOUR TRANSACTIONS TO THE EXTENT DESCRIBED IN THAT AGREEMENT.

a. Payments Processing Agency Appointment

For non-invoiced orders, you authorize us to: (a) act as your agent for purposes of processing payments, Settlements, refunds and adjustments for Your Transactions, (b) paying GiFT and its Affiliates or third parties with amounts you owe in accordance with this Agreement or other agreements you may have with GiFT Affiliates, and (c) where applicable, receiving and holding Proceeds on your behalf or remitting Proceeds in Settlement to your GiFT Account. For invoiced orders, you authorize: (a) us to act as your agent for purposes of processing payments,

Settlements, refunds and adjustments for Your Transactions, and receiving and holding Proceeds on your behalf; and (b) us to act as your agent for purposes of remitting Proceeds in Settlement to your GiFT Account, and paying GiFT and its Affiliates amounts you owe in accordance with this Agreement or other agreements you may have with GiFT Affiliates. We are a "GiFT Payments Agent". The GiFT Payments Agent provides the services described in this Section 35 and the related services described in the Marketer Agreement Sections 19.c., 20.b., and 21 (collectively, the "Transaction Processing Services").

When a Consumer instructs us to pay you, you agree that the Consumer authorizes and orders us to commit their payment (less any applicable fees or other amounts we may collect) to you. Where applicable to purchases of Your Products, you agree that Consumers satisfy their obligations to you for Your Transactions when we receive the Proceeds. We will remit funds to you in Settlement in accordance with this Agreement.

b. Remittance

Subject to Section 20 of the Marketer Agreement, the GiFT Payments Agent will remit funds to you in accordance with the Marketer Agreement Section 24 and this Section 35. The GiFT Payments Agent's obligation to remit funds collected or received by it or otherwise credited to your available balance in connection with Settlement of Your Transactions is limited to funds in your available balance that have become available in accordance with this Marketer Agreement less amounts owed to GiFT and any taxes that GiFT automatically calculates, collects and remits to a tax authority according to applicable law, subject to chargeback or reversal or withheld for anticipated claims or disputes in accordance with this Marketer Agreement. Without limiting GiFT's rights to collect any amounts you owe, the GiFT Payments Agent's receipt of Proceeds or crediting of net Proceeds (i.e. after Settlement) to your available GiFT Account discharges your obligation to pay applicable fees and other amounts under this Marketer Agreement to the extent the Proceeds received or credited equal or exceed the fees and other amounts you owe (e.g., Referral Fees) and the Proceeds are applied to the payment of those fees and amounts.

c. Your Funds

Your Proceeds will be held in an account with the applicable GiFT Payments Agent (your Marketer's GiFT Account) and will represent an unsecured claim against that GiFT Payments Agent. Your Proceeds are not insured by the Federal Deposit Insurance Corporation or any similar entity, nor do you have any right or entitlement to collect Proceeds directly from any Consumer. Prior to disbursing funds to you, the GiFT Payments Agent may combine Proceeds held with the funds of other users of the Services, invest them, or use them for other purposes permitted by applicable Laws. You will not receive interest or any other earnings on any Proceeds. To the extent required by applicable Laws, the GiFT Payments Agent will not use any funds held on your behalf for its corporate purposes, will not voluntarily make such funds available to its creditors in the event of bankruptcy or for any other purpose, and will not knowingly permit its creditors to attach such funds.

d. Verification

We may at any time require you to provide any financial, business or personal information we request to verify your identity. You authorize us to obtain from time to time consumer credit, identity verification or other similar reports to establish or update your Marketer GiFT Account or in the event of a dispute relating to this Marketer Agreement or the activity under your Marketer GiFT Account. You agree to update all Marketer GiFT Account information promptly upon any change. The GiFT Privacy Policy applies to transactions processed by us.

e. Dormant Accounts

If there is no activity (as determined by us) in connection with your Marketer GiFT Account for the period of time set forth in any applicable unclaimed property laws and we hold Proceeds on your behalf, we will notify you by means designated by us and provide you the option of keeping your Marketer GiFT Account open and maintaining the Proceeds in your Marketer GiFT Account. If you do not respond to our notice(s) within the time period we specify, we will send the Proceeds in your Marketer GiFT Account to your state of residency or address, as determined by us based on the information in your Marketer GiFT Account. If we are unable to determine your state of residency in the United States or your Marketer GiFT Account is associated with a foreign country, your funds may be sent to the State of Nevada.

36. Restricted Products

Consumers trust that they can always use GiFT and the GiFT Sites with confidence. Published Products offered or sold on GiFT must comply with all laws and regulations and with GiFT's policies. The sale of illegal, restricted Products you cannot fulfill, or other services that GiFT determines are restricted, is strictly prohibited.

You should carefully review the details below before Publishing a Product. The examples provided are not all-inclusive and are provided solely as an informational guide. We encourage you to consult with your legal counsel if you have questions about the laws and regulations concerning Your Products. All Published Products must also comply with applicable laws. In addition, any links provided are for informational purposes only, and GiFT does not warrant the accuracy of any information provided in these links.

If you Publish, offer or sell a Product in violation of the law or any of GiFT's policies, we will take corrective actions, as appropriate, including but not limited to immediately suspending or terminating selling privileges without reimbursement, terminating the business relationship, and permanent withholding of payments. The Publishing, offering or selling of illegal Products can also lead to legal action, including civil and criminal penalties.

GiFT encourages you to report Products that violate GiFT's policies or applicable law by contacting us at security@greenfence.com. We will investigate each report and take appropriate action to prevent illegal Products from being available through GiFT Sites.

Certain categories may require you to be qualified by GiFT before being able to Publish Products in those categories. Certain categories may also require you to provide additional

information and/or a supplemental guarantee before Publishing or creating Products in those categories.

If you wish to Publish Products for international or cross-border purchase, you are responsible for conducting proper research to ensure that the Published Products comply with all applicable laws and regulations.

The following is a list of examples of restricted Products. It is not, nor should it be construed as, a complete list:

- › Offensive and Controversial Materials
 - Crime scene photographs or videos
 - Videos, sound or other recordings taken without the subject's permission
 - Videos, sound or other recordings which are unrelated to Your Products
- › Sex: Digital products that portray nudity in a gratuitous or graphic manner, such as:
 - Pornography
- › Warranties, Service Plans, Contracts, and Guarantees
 - Additional money-back offers not otherwise included in a GiFT Transaction
 - Investment services
- › Other Restricted Products
 - Products offering domain names
 - Published Products or Products available through GiFT Sites where a Consumer is or will be directed or redirected from a GiFT site to access content on other websites, services or any other sales channel
 - Digital manuals intended to be used by teachers, proctors, or official examiners (textbooks and solutions manuals for students are permitted)

37. Safety and compliance

Consumer safety is of paramount importance to GiFT. We aim to ensure that Consumers can be confident in finding a comprehensive selection of relevant Products from Marketers, without having to worry about safety or quality. We also aim to ensure that each qualified Marketer can offer appropriate Products, with real-time approval to make such offers available.

As a Marketer, it is important that you understand GiFT's guidelines on safety and compliance. This could help increase your chances of succeeding as a Marketer on GiFT, as well as help you avoid practices that could lead to your Publishing privileges being blocked, or even prevent you from creating or offering Your Products through GiFT. To learn more about the consequences for violations, refer to this Marketer Agreement and the Publishing restrictions in Section 36.

38. Selling Policies and Marketer Conduct

All Marketers are expected to adhere to the following policies when Publishing Products on GiFT Sites. Marketer offenses and prohibited content can result in suspension of your GiFT account.

We strive to ensure a fair and trustworthy Consumer and Marketer experience. At GiFT, we expect you to adhere to the conduct principles outlined below. Violation of the following conduct principles may result in the loss of your account privileges and termination of your GiFT account:

- Adhere to all applicable laws and abide by all GiFT policies.
- Maintain current account information.
- Never misrepresent yourself.
- Always act in a manner that ensures a trustworthy experience for GiFT Consumers.
- Never Publish Products that may seek to cause harm or offense to GiFT Consumers.
- Never engage in any misleading, inappropriate or offensive behavior. This applies to all your activities, including but not limited to:
 - Information provided on your account
 - Information provided in your Published Products, content or images
 - Communication between you and GiFT or you and our Consumers
- Act fairly at all times. Unfair behavior includes but is not limited to the following:
 - Behavior that could be deemed as manipulation or "gaming" of any part of the Consumer experience
 - Actions that could be perceived as manipulating any aspect of the Publishing process or Consumer reviews, including by directly or indirectly contributing false, misleading or inauthentic content

- Activities that could be perceived as attempting to manipulate GiFT's search results, featured promotions or rankings
- Actions that intentionally damage another Marketer or their Published Products or their Products available on GiFT Sites.

39. Miscellaneous

The Governing Laws will govern this Marketer Agreement, without reference to rules governing choice of laws or the Convention on Contracts for the International Sale of Goods. You consent that any dispute with GiFT or its Affiliates or claim relating in any way to this Marketer Agreement or your use of the GiFT Services will be resolved by binding arbitration as described in this paragraph, rather than in court, except that (i) you may assert claims in a small claims court in the USA that is a Governing Court if your claims qualify and (ii) you may bring suit in the Governing Courts in the USA, irrevocably submitting to the jurisdiction of such Governing Courts and waiving your respective rights to any other jurisdiction, to enjoin infringement or other misuse of intellectual property rights. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Marketer Agreement as a court would. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent, Bryan Williams, located at 410 S. Rampart Blvd, Suite 350, Las Vegas, Nevada 89145, USA; Attn: GiFT / Greenfence Consumer LLC. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or if you choose to have the arbitration conducted in person, you irrevocably submit to it being conducted in Clark County, Nevada, USA or Los Angeles County, California, USA. GiFT and you each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, you agree to waive any right to a jury trial.

You may not assign this Marketer Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Marketer Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and assigns. We may perform any of our obligations or exercise any of our rights under this Marketer Agreement through one or more of our Affiliates. Our failure to enforce your strict performance of any provision of this Marketer Agreement will not constitute a waiver of our right to enforce such provision or any other provision of this Marketer Agreement subsequently.

We have the right in our sole discretion to determine the content, appearance, design, functionality, and all other aspects of the GiFT Services, including by redesigning, modifying, removing, or restricting access to any of them.

Because GiFT is not your agent (except for the limited purpose set out in the Transaction Processing Service Terms), or the Consumer's agent for any purpose, GiFT will not act as either party's agent in connection with resolving any disputes between participants related to or arising out of any transaction.

We will send all notices and other communications regarding this Marketer Agreement to you at the e-mail addresses you designated for notifications and updates within the GiFT Site, or by any other means then specified by GiFT. We may also communicate with you electronically and in other media, and you consent to such communications regardless of any "Email Preferences" (or similar preferences or requests) you may have indicated on the applicable GiFT Site, or by any other means. You may change your email address and certain other information in the GiFT Site. You will ensure that all of your information is up to date and accurate at all times. You must send all notices and other communications relating to GiFT to our support team as detailed in this Marketer Agreement.

This Marketer Agreement incorporates and you accept any applicable Service Terms and Program Policies, which GiFT may modify from time to time. If any provision of this Marketer Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provisions. If the country of service is Canada, then it is the express wish of the parties that this Marketer Agreement and the applicable Service Terms and Program Policies have been drafted in English. (The following is a French translation of the preceding sentence: Si le pays de service est le Canada, les parties conviennent que la présente autorisation et tous les termes et conditions applicables s'y rattachant soient rédigés en anglais.) If the country of service is any country, we may make available translations to this Marketer Agreement and the applicable Service Terms and Program Policies, but the English version will control.

This Marketer Agreement represents the entire agreement between the parties with respect to the Publishing, offering and selling of Products and related subject matter and supersedes any previous or contemporaneous oral or written agreements and understandings.