

GiftPass Terms of Use

Last Updated: July 6, 2022

These Terms of Use (the “Terms”) set forth the terms and conditions that govern access to, and use of, the websites and/or GiftPass mobile applications made available by GiftPass App Inc. (“GiftPass”, “we,” or “us”) that enable a user to purchase, sell, share or manage gift cards and receive the other services from GiftPass as described herein (collectively, the “Services”). These Terms are a legal agreement between you (“you,” or “your”) and GiftPass. By clicking to “Accept” these Terms where this option is made available to you and/or by using our Services, you agree and acknowledge that you have fully read and consented to be bound by these Terms. These Terms do not alter in any way the terms or conditions of any other agreement you may have with any other party for products, services or otherwise. These Terms set forth your rights and responsibilities when you use GiftPass, so please read them closely. If you do not agree to these Terms, you should not and may not access or use GiftPass or any of the services provided on GiftPass.

SECTION 23 OF THESE TERMS OF USE CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IT AFFECTS HOW DISPUTES WITH GIFTPASS ARE RESOLVED. BY ACCEPTING THESE TERMS OF USE, YOU AGREE TO BE BOUND BY THIS ARBITRATION PROVISION.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS AS A MEMBER OF GIFTPASS, AS WELL AS REMEDIES AND RECOURSE GIFTPASS MAY TAKE IN CONJUNCTION WITH YOUR USE OF OUR SITE AND SERVICES. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AS WELL AS A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES.

GiftPass reserves the right to change or modify these Terms at any time and in our sole discretion. If GiftPass makes changes to these Terms, we will provide notice of such changes, by providing notice through the Services, by e-mail and/or by updating these Terms (as indicated by the “Last Updated” date found at the top of these Terms) on the GiftPass website. You agree to receive notifications through these means and your continued use of the Services will indicate your acceptance of the revised Terms. If you do not agree to any amended Terms, you must stop using the Services.

1. **Modification of Terms.** We reserve the right at all times to update, modify or discontinue any part of these Terms as we deem necessary or desirable, in our sole discretion. If we make changes to the Terms, we will notify you by posting notice of the changes to the Terms on GiftPass. Any changes to these Terms will be effective upon the earlier dispatch of an e-mail or other notice to you informing you of changes to these Terms or our posting of notice of the changes on GiftPass. We suggest that you revisit our Terms page on GiftPass from time to time to ensure that you stay informed of any changes to our Terms. Your use of GiftPass after we update the Terms and post it on GiftPass will constitute your acceptance of the modified Terms.
2. **Registering, Eligibility and Member Account.**
 - 2.1. There are no fees to join GiftPass, use many of the features on GiftPass or to act as a buyer of Gift Cards on GiftPass. However, sellers of Gift Cards on GiftPass may be charged fees. You can join GiftPass by registering and setting up a Member Account on GiftPass or via our mobile

applications (" Member Account "). Use of GiftPass is intended solely for Members who are 13 years of age or older. If you are under the age of 13, you are not permitted to become a Member of GiftPass or establish a Member Account or use GiftPass. In addition, if you are between the ages of 13 and 17, you may only set up a Member Account and/or use GiftPass under the supervision of a parent or legal guardian who registers a Member Account on GiftPass for you and hereby agrees to be bound by these Terms with respect to your use of GiftPass. If you serve as a parent/guardian of a minor between the ages of 13 and 17, who seeks to become a Member of GiftPass and who you have helped set up a Member Account, you represent and warrant that: (i) you are a custodial parent or duly appointed legal guardian of the minor for whom you have established a Member Account; (ii) the minor is between the ages of 13 and 17; (iii) that all information you have provided in the Member Account establishment process is true and correct; (iv) that the minor you have registered has your authority to use the payment method for which you have entered on GiftPass for the minor's Member Account and (v) you agree to take full legal responsibility for all activity conducted in the minor's Member Account and to be financially responsible for all such activity. If you are under the age of 18, you cannot sell a Gift Card on the Site, even if you have been set up by a parent or guardian to use the other features of GiftPass.

2.2. We permit limited access to GiftPass and services available on GiftPass to guests and visitors who have not registered a Member Account. In order to access all of the benefits of GiftPass, including the ability to buy and sell Gift Cards, you must set up a Member Account. You may only set up one Member Account on the Site. Furthermore, you must fully comply with the following requirements: (i) provide complete, current and accurate information at time of registration, (ii) update all relevant Account information to keep it current and accurate (iii) as we may request from time to time in our discretion, provide and maintain a valid and current credit card on file at all times if you sell Gift Cards on GiftPass, (iv) select a secure security code for your Member Account, and (v) maintain the security and confidentiality of your Member Account, including any access or use of security codes associated with your Member Account, so as to minimize the risk of unauthorized access of your Member Account. Finally, you agree to inform GiftPass immediately if you suspect that your Member Account at GiftPass has been hacked or subject to any unauthorized access or use. You agree that GiftPass may verify your information through whatever lawful means it deems reasonable and appropriate, to request additional information to confirm your identity and to deny you access to GiftPass or any of the Services, and take any other actions it deems appropriate, if it determines any information provided is suspect, not accurate or cannot be confirmed.

2.3. We reserve the right to interrupt your service, your access to your Member Account, and/or your access to GiftPass or any services or Gift Cards offered on GiftPass, with or without prior notice, for any reason, at our sole and absolute discretion. In the event your Member Account or access to it is interrupted or terminated for any reason, whether intentionally or unintentionally, we will not be liable for any losses due in whole or in part by such interruption or termination of your Member Account or your access to GiftPass.

3. Use of GiftPass to Purchase, Sell, Gift, Store and Manage Your Gift Cards

- 3.1. Managing and Using Your Gift Cards on GiftPass, Gift Card Terms & Conditions and Your Responsibility Related to Gift Cards Stored, Used or Managed on GiftPass. GiftPass allows you to more effectively buy, sell, gift, store and manage your Gift Cards. In addition to Gift Cards purchased on GiftPass, GiftPass provides you the functionality to store and manage your other Gift Cards not purchased on GiftPass within your GiftPass Member Account for in-store and online redemption. GiftPass provides this storage feature for your convenience of use and you agree that when you add any other Gift Card into your GiftPass Member Account not acquired on GiftPass, that GiftPass is not responsible or liable for any of those Gift Cards. GiftPass is not responsible for any loss or damage resulting from the loss of any such Gift Card or the use of your GiftPass user account without your permission (including any Gift Card you have added therein).
- 3.2. Gift Cards may be subject to various other terms and conditions related to a particular Retailer or Gift Card, including, without limitation, various limitations as to use of the Gift Card, combination with other offers, redemption and voucher use rules, and whether a Gift Card can be used online, in store or both. These terms and conditions are generally presented with the Gift Card on the Site and you agree specifically to have read and accepted these particular terms and conditions when you agree to purchase the Gift Card in question on GiftPass. However, GiftPass makes no representations or warranties that any of these terms and conditions are accurate, and you agree that GiftPass shall not be liable for any inaccuracies thereof or any losses or damages arising from or related to such inaccuracies.
- 3.3. GiftPass is not a party to any transaction that you may enter into with the Retailer as a result of your purchasing a Gift Card on GiftPass. GiftPass is not responsible for the quality of goods or services you acquire from a Retailer or otherwise procure using a Gift Card acquired on GiftPass. If a Retailer were to go out of business or go into bankruptcy prior to your use of all the value on their Gift Card, you understand that your sole and exclusive recourse with respect to the unused value of the Gift Card for that particular Retailer is with the Retailer in question (and not GiftPass) and, as an unsecured creditor, you may not be able to recoup the value of any unused Gift Card for such a Retailer.
4. Seller's Representations and Warranties. As a Seller, you represent and warrant that:
 - 4.1. Any Gift Card listed for sale on GiftPass is a valid and authentic Gift Card and is only being listed for sale on GiftPass that was acquired by you by legal and legitimate means;
 - 4.2. Any Gift Card listed for sale on GiftPass is redeemable for the balance stated in connection with the Sale Transaction;
 - 4.3. Any Gift Card listed for sale shall not have an expiration date or could result in a listing denial and/or refund to the buyer;
 - 4.4. You have not in any way retained a way to redeem the Gift Card after the Sale Transaction;

- 4.5. The Gift Card and any interest therein is fully transferable to the Buyer in the manner contemplated by these Terms;
 - 4.6. You are the sole lawful owner of the Gift Card and all interests thereto and that the Gift Card has been obtained in a lawful manner;
 - 4.7. If you convert a physical Gift Card to a digital Gift Card on GiftPass, you agree to retain the physical Gift Card for 180 days from the Sale Transaction and remit to GiftPass upon request;
 - 4.8. The Gift Card is not subject to any liens or encumbrances of a third party;
 - 4.9. The Gift Card is in your physical possession or, in the case of electronic Gift Cards, in your sole control;
 - 4.10. You will only list Gift Cards that can be used or sold in the U.S.; and
 - 4.11. You will comply with all other requirements to complete the Sale Transaction, including without limitation, any shipping instructions or procedures required by the GiftPass.
5. General Rules of Conduct on GiftPass. By using GiftPass and setting up a Member Account, you agree to the following rules when visiting or transacting on GiftPass:
- 5.1. You cannot purchase more than \$500 worth of face value Gift Cards per day;
 - 5.2. You cannot list a Gift Card in excess of \$500 in face value;
 - 5.3. The Gift Card must be able to be used within the U.S.;
 - 5.4. You may not list a Gift Card for more than its face value;
 - 5.5. You may not create more than one Member Account on GiftPass;
 - 5.6. You must reside in the U.S. and transact any purchase or sale transaction on GiftPass only from within the U.S.;
 - 5.7. To be a Member of GiftPass, you must always maintain a valid and up to date credit or debit card (with available funds) on file with your Member Account if we so require;
 - 5.8. To be a Seller on GiftPass, you must have a valid and current credit card on file with your Member Account if we so require;

- 5.9. You may not use or redeem any Gift Card you list for sale on GiftPass while it is listed or after it is sold on GiftPass;
 - 5.10. You may only sell Gift Cards for which you are the rightful legal owner and which you have obtained legally;
 - 5.11. You will not allow your Member Account to have a negative balance;
 - 5.12. Your Member Account is for your own personal use and you are not permitted to have a friend or other person use your Member Account on GiftPass;
 - 5.13. You are responsible for your own tax reporting (if applicable) and payment of any applicable taxes with respect to any Sales Transactions on GiftPass; and
 - 5.14. You may not use GiftPass in any manner that is illegal, fraudulent or otherwise inconsistent with, or in violation of, the Terms or applicable law.
 - 5.15. You may be required to provide us with current and accurate information about yourself (such as your name, address, date of birth, Social Security number, and/or copy of your driver's license or other government-issued documents or information to help us verify your identity. It is prohibited to use false information or impersonate another person through your Account.
6. Selling Gift Cards. When you sell a Gift Card on GiftPass, you agree to transfer ownership of the Gift Card and all of your interest in the Gift Card to the Buyer in return for a payment in the amount designated in the Gift Card sale transaction on GiftPass ("Sale Transaction"). In each Gift Card Sale Transaction that is completed in accordance with the Terms, you will receive an amount equal to the price at which you sell a Gift Card on GiftPass. This amount may then be used by you through the GiftPass platform to purchase Gift Cards. The ability to purchase Gift Cards with the proceeds of your sale of Gift Cards may be the sole benefit that we may make available to you as a result of your sale of Gift Cards through GiftPass. As a Seller on GiftPass, you may set the price at which you wish to sell your Gift Card(s) on GiftPass and you may remove any Gift Card from GiftPass prior to its sale in accordance with these Terms. In addition, you may authorize GiftPass to automatically adjust your Gift Card sale price for your Gift Card(s) on GiftPass; subject to certain parameters you will agree to at the time you place your Gift Card for sale on GiftPass. Once a Buyer has confirmed a Sale Transaction for a Gift Card, that Gift Card cannot be removed from GiftPass and Seller is bound to sell that Gift Card at the price set forth in the Sale Transaction. Similarly, once a Buyer has confirmed a purchase of a Gift Card on GiftPass, that sale is final and cannot be unilaterally canceled by the Buyer. Listing a Gift Card on GiftPass will not ensure that the Gift Card will sell on GiftPass. GiftPass may remove a listing of a Gift Card for sale on GiftPass for any reason and at any time, including if the Gift Card has not sold over a period of time or if GiftPass has any concerns related to the sale of any particular Gift Card. A Gift Card may be "locked" through a Gift Card processor, whom GiftPass partners with, once listed for sale. "Locked" means the card is not usable, the funds on the card are locked. If the seller chooses to remove the listing prior from the sale, the funds on the card will be unlocked. The seller may adjust the price or discount of the listing when it's locked. At the time the

Gift Card sells, the funds from the gift card will be removed; the Gift Card will unlock and remain active if needed for future use.

7. **Gifting Gift Cards.** You are able to electronically gift certain Gift Cards on GiftPass to other Members and non-Members. You are responsible for providing the correct information about the gift recipient, including their name, email address and/or mobile phone number, which is used to electronically send the Gift Card to the giftee. As mentioned above, gifts can be sent to other GiftPass Members and non-Members alike. If the giftee is a Member who has an existing GiftPass account, then the gifted Gift Card will be placed in their GiftPass account or mobile wallet, and they will be notified of the gift via email and/or text. If the giftee is not an existing GiftPass Member (or has not yet installed the GiftPass mobile application), a provisional user account will be set up to securely store the gift card. The giftee will be notified of the gift via email or text. The giftee will be able to access the gift card details (serial number and pin) without registering for a GiftPass account.
8. **Gift Card Sale Transaction Verification & Payment Processing.** No Sale Transaction is complete, and GiftPass will not facilitate the payment of funds to a Seller for a Sale Transaction, until GiftPass verifies (i) the balance on all Gift Card(s) associated with such Sale Transaction (to the extent possible), (ii) other details related to the Gift Card(s) sold, (iii) the Buyer of the Gift Card(s) in the Sale Transaction and (iv) the Seller of the Gift Card(s). As a part of the verification process, GiftPass may require a Seller or Buyer to provide additional identification information, including, without limitation, a copy of a valid driver's license (or other form of identification) prior to or after listing Gift Cards for sale. In addition, as a part of the verification process, the Seller authorizes GiftPass to charge to the Seller's credit card a \$1.00 authorization charge (or such other amount identified to Seller at time of verification on GiftPass), which amount will be refunded following successful authorization. Members may also be asked, at GiftPass' sole discretion, to go through additional security procedures and share additional information to confirm their identity. GiftPass reserves the right to reject any Gift Card(s) that we believe (in our sole discretion) may: (i) be fraudulent, invalid, inauthentic or stolen, (ii) have come from an unauthorized or illegal source, (iii) be related to any illegal activity or (iv) otherwise pose a financial risk to us, our Members, or Retailers. Not all Gift Cards can be sold on GiftPass. GiftPass accepts no responsibility for any Gift Card listed on GiftPass and reserves the right to refuse to process or sell any Gift Card on GiftPass and may cancel any Sale Transaction in its sole discretion. Certain payment processing services for GiftPass are provided by third party payment processors and are subject to the terms of service and such other terms and conditions as may be imposed by such payment processors (the "Processor Services Agreement"). By agreeing to these Terms or using GiftPass, you further agree to be bound by the Processor Services Agreement, as the same may be modified from time to time. As a condition of us enabling payment processing services, you agree to provide us accurate and complete information about you, and if applicable, your business. You further authorize us to share all such information, including all transaction information, related to your use of the payment processing services.
9. **Intentionally Omitted.**
10. **Commission and Seller Fees.** In connection with all sales of Gift Cards on GiftPass, GiftPass may charge the Seller of a Gift Card a sales commission as well as a listing fee, pursuant to such GiftPass

policies applicable to such sale as may be adopted from GiftPass from time to time. The sales commission and listing fees (if any) are paid by the Seller from the proceeds of the Gift Card Sale Transaction and are deducted from the sale proceeds prior to crediting the Seller's GiftPass account balance. Such sales commission rates, if any, shall be published on the GiftPass platform from time to time in GiftPass' sole discretion..

11. Payment Options & Fees for Buyers and Sellers.

11.1. Buyers: When you make a purchase on GiftPass, whether on the website or mobile applications, GiftPass accepts various forms of payment, including credit cards, debit cards, credit provided by us in your Member Account and other third party payment sources, however it is your responsibility to retain the relevant payment card (if any) for purpose of any refund transaction from GiftPass. By making the purchase on GiftPass, you represent and warrant that you are authorized to use the designated debit or credit card or other payment method and you authorize us to charge your designated credit or debit card or other payment method for any order you place on GiftPass. When you provide your payment information, you authorize us (or a third party payment processor) to process and store your payment and related information. In the event that the designated credit or debit card or other payment method cannot be verified, is invalid or is otherwise not acceptable to GiftPass, we may (i) suspend or cancel your order automatically, (ii) prohibit you from buying and/or selling Gift Cards on GiftPass until a valid, verifiable credit/debit card is on file with your Member Account and/or (iii) suspend or terminate your account on GiftPass. Payment card processing fees may apply even if the designated debit or credit card has expired or changed by the time we submit the charges to your card. We are not responsible for any debit card or overdraft fees associated with any order you use a debit card for. You agree to fully cooperate with GiftPass in an effort to resolve any problems we encounter in order to process your requested order on GiftPass.

11.2. Sellers: Prior to being able to request and receive any cash payment for a Gift Card sold on GiftPass, you must receive a physical check, subject to the terms below. Under certain circumstances, you may have the ability to receive a credit in your Member Account to be exclusively used on GiftPass, as consideration for the sale of a Gift Card on GiftPass. The terms of such credit will be set forth on the Site. In addition, GiftPass may, in its sole discretion, require you to have a valid credit card on file with GiftPass, to enable GiftPass to exercise its recourse rights set forth herein. Upon request from the Seller for any proceeds credited to Seller's account for the sale of a Gift Card and subject to GiftPass's recourse set forth herein, GiftPass will pay the requested amount as follows:

11.2.1. All checks will be sent to the address listed as the billing address for Seller's credit card.
A \$35 fee may be assessed to reissue any check;

11.2.2. Each Seller may make one payment request per day; and

11.2.3. If you sell a certain number of Gift Cards on GiftPass, you may be eligible for other payment methods.

12. Authorized Use & Termination of Access.

12.1. You can use GiftPass only for its intended purposes and solely in accordance with these Terms. Subject to your full compliance with these Terms, GiftPass grants you a limited, nonexclusive, non-sublicensable, non-transferable license to access and use GiftPass solely for the purpose of purchasing, selling or managing Gift Cards or receiving other available services and features on GiftPass. This limited use and access license is revocable at any time by us.

12.2. Your Member Account with GiftPass and any access to the products, services, your GiftPass Cash, and/or any portion of our Site, including any of our mobile applications, is and shall remain at the sole and absolute discretion of GiftPass. Therefore, **we reserve the right to temporarily or permanently terminate, suspend, or refuse to permit your access to any portion of GiftPass (including your Member Account) and any of the services provided on GiftPass for any reason, all at our sole and absolute discretion, with or without notice and without liability to you of any kind.** You further agree that you will remain bound to the terms of these Terms at all times during any suspension and after termination of your Member Account or access to GiftPass, with respect to any purchase or sale transactions, occurrences or acts or omissions on your part prior to or during the suspension, or prior to termination. We reserve the right to terminate or change any of the services available on GiftPass. You do not have a contractual or legal right to continue to use our Service. We will not be liable to you for the effect that any changes to the Service may have on you, including your income or your ability to generate revenue through the Service.

13. Prohibited Activity. In connection with using or accessing GiftPass (including your Member Account), whether via the website, our mobile applications or otherwise, you agree not to do, and not to facilitate any third party doing, any of the following (each a "Prohibited Activity"):

13.1. Modify, alter or otherwise make any derivative uses of the GiftPass content, trademarks, technology platform or its underlying software, or any portion thereof;

13.2. Copy, reverse engineer, decompile, disassemble or attempt to discover the source code of the GiftPass technology platform or its underlying software;

13.3. Use any automated or non-automated means of data gathering, data mining or extraction methods on or in connection with GiftPass, including any use of "robots", "scrapers", "spiders", "readers" or similar devices;

13.4. Infringe upon or violate the rights of GiftPass, its users, third parties or Retailers;

- 13.5. Download, copy or imitate any portion of the GiftPass technology platform, its underlying software and content, or its user interface, or the Site, except as expressly permitted by GiftPass;
- 13.6. Use GiftPass in any way that could damage, disable, overburden, place excessive demand on or impair our Site, mobile applications or any services we offer via GiftPass;
- 13.7. Attempt to gain unauthorized access to (i) any Member's personal information, personal profile, e-wallet or Member Account or (ii) GiftPass and its mobile applications, including but not limited to any GiftPass accounts, computer systems and/or network systems, through any means, including via a proxy server, or use any unauthorized access whether or not intentionally acquired;
- 13.8. Aggregate or scrape any content, data or other information from the Site (whether using links, scraping technology or other technical means) to be aggregated or shown with material from other sites or on a secondary site without our express written permission;
- 13.9. Hyperlink to the Site or deep-link to any portion of our Site without our written consent;
- 13.10. Interfere with our Site's or our mobile applications' operations, attempt to access or steal any data and information on or related to the Site;
- 13.11. Seek to transact any fraudulent or illegal activity, through any means or corrupt practices, including but not limited to any of the following: hacking, password mining, deceptive impersonation of another person, misrepresentation of your affiliation with a person or entity, hiding or attempting to hide your true identity or location (including via proxy server or otherwise) or providing false, inaccurate or altered documentation, information or identification;
- 13.12. Circumvent or seek to circumvent any security measures or other features meant to protect the security of the Site and GiftPass Members' security;
- 13.13. Make any unsolicited offers, advertisements, proposals, or send junk mail, spam or chain letters to other GiftPass users or any other similar type of solicitation not approved of by GiftPass in writing;
- 13.14. Upload to GiftPass images, content or other material that is illegally obtained, in violation of a third party's intellectual property rights, or offensive, libelous, defamatory, harassing, threatening, inappropriate, deceptive or misleading in any way;
- 13.15. Send or receive what we reasonably believe to be potentially fraudulent funds or otherwise use GiftPass in a manner that we believe is intended to facilitate a criminal or fraudulent activity or enterprise;

- 13.16. Seek to access or use GiftPass from a country other than the U.S.;
- 13.17. Use the Site in a manner that results in or may result in complaints, chargebacks, customer refunds, invalid Gift Cards, fees, penalties or other liability to GiftPass Marketplace, its other members or partners;
- 13.18. Make any fraudulent, improper or false refund request or claim under the GiftPass refund policy or any similar customer guarantees provided by us from time-to-time;
- 13.19. To provide any additional information about yourself as a Seller to the Buyer of a Gift Card or otherwise seek to sell Gift Cards directly to any Buyer on GiftPass;
- 13.20. Engage in, or be involved in, any criminal and/or fraudulent activities, including not limited to, the following with regard to any Gift Cards bought and/or sold on GiftPass: (i) use of a Gift Card by the Seller after sale or in a manner that diminishes the value represented on GiftPass; (ii) any sale (or attempted sale) of a Gift Card to multiple parties; (iii) the use of any fraudulent or unauthorized payment method to acquire Gift Cards on GiftPass; (iv) provision of fraudulent, invalid, stolen or improperly obtained Gift Cards for sale on GiftPass or (v) the use of Gift Cards to perpetrate or facilitate any other criminal activity; and
- 13.21. Use GiftPass other than for its intended purposes (including for any malicious, threatening, unethical, harassing, fraudulent or illegal activity) or otherwise in violation of these Terms.

14. Your Liability - Actions We May Take and Fees We May Assess.

- 14.1. General. You are responsible for all chargebacks, fees, fines, penalties and other liabilities incurred by us, any Member, a Retailer or any third party caused by or arising out of your breach of these Terms, any Prohibited Activity and/or your use of GiftPass.
- 14.2. Actions We May Take - Related to Prohibited Activity or Any Breach of these Terms. If GiftPass, in its sole discretion, believes that you have breached these Terms or engaged in any Prohibited Activity, we take various actions to protect GiftPass, our Members, Retailers or others from claims, refunds, chargebacks, fees, fines penalties or any other liabilities or exposure. The actions we may take include, without limitation, the following:
 - 14.2.1. We may close, suspend or limit your access to your Member Account or GiftPass (including limiting your access to your funds, your GiftPass Cash and/or your Gift Cards, your ability to sell or purchase Gift Cards or request payment from us);
 - 14.2.2. We may refuse to allow you to be a Member or otherwise access GiftPass in the future;

- 14.2.3. We may hold your funds (including any GiftPass Cash) if reasonably needed to protect against the risk of liability, in connection with the sale of potentially Invalid Cards, member refunds or as otherwise provided in this these Term of Uses;
- 14.2.4. We may terminate any of Gift Card transactions on GiftPass and withhold any payments associated with such transactions;
- 14.2.5. We may contact your bank and/or credit card issuer, Retailers, law enforcement and any other third parties impacted by your activities;
- 14.2.6. We may investigate any Prohibited Activity or breach of these Terms and may notify and cooperate with appropriate law enforcement agencies;
- 14.2.7. We can and may share any information related to your Member Account, transaction history, payment information and other information related to your usage of GiftPass with law enforcement or relevant Retailers, to the extent requested in connection with any investigation into any potentially criminal, fraudulent or Prohibited Activity;
- 14.2.8. We may use information you provide us or related to your activity on GiftPass to investigate any potentially fraudulent or criminal activity or any Prohibited Activity, including to ensure you have not made improper or fraudulent refund requests under any GiftPass refund policy or member guarantee;
- 14.2.9. We may take legal action against you; and
- 14.2.10. We may, in our sole discretion, terminate all access to this Site, your Member Account and our services for any reason and at any time.

15. Actions We Take - Holds and Reserves on Funds and your Member Account.

- 15.1. Legal Process & Court Orders. We may, in our sole discretion, take various actions, including placing a hold, reserve or other limitations on your Member Account or the funds or credits in your Member Account in the event we receive notice of a court order or other legal process that restricts the use of or access to your funds or requires their holding, release, or seizure. We will provide notice of such hold, reserve or limitation, unless the court or law enforcement otherwise directs us not to provide you notice, in which case the court order or other process will supersede any notice obligation in these Terms In addition, in the event we receive a notice of garnishment, lien or levy on your Member Account directing us to retain funds or directing us to pay funds from your Member Account to a court, government body, agency or third party, we may limit your Member Account, hold relevant funds and ultimately disburse funds as necessary.
- 15.2. Invalid Cards, Risk-Based and Verification Reasons. We may, in our sole discretion, place holds on payment of funds to you or reserves on funds in your Member Account (including any

GiftPass Cash), under the following circumstances: (A) if we provide a Buyer a refund under our return policy for a Gift Card sold by you on GiftPass, (B) as we investigate any Invalid Cards (as defined below), any Gift Card refund requests, or any potentially illegal or fraudulent activity or any Prohibited Activity, (C) if we believe there may be a high level of risk associated with you, your Member Account or your transactions on GiftPass, (D) until we have been able to complete certain verification procedures relate you and the processing of your Sales Transactions (including third party processor verification requirements) and (E) in connection with our recourse as set forth herein. Our determination that you are a higher risk account may be based on a variety of factors, including your activity on GiftPass and information we may receive from third parties or otherwise. If we place a reserve or hold on funds in your Member Account (or debit your GiftPass Cash in your Member Account), you will be informed of such reserve, hold or action. If your Member Account is subject to a reserve, we will provide you notice of this reserve, specifying the terms of the reserve or the policy under which such reserve is being placed.

15.3. Financial Recourse and Fees We May Assess Against Sellers. AS A CONDITION TO BEING A SELLER ON GIFTPASS, YOU HEREBY AUTHORIZE GIFTPASS TO: (I) CHARGE YOUR PAYMENT METHOD (CREDIT CARD) ON FILE WITH GIFTPASS, (II) DEBIT YOUR MEMBER ACCOUNT ON GIFTPASS AND/OR (III) WITHHOLD ANY PAYMENT OWED TO YOU, FOR THE AMOUNTS DESCRIBED BELOW IN THE EVENT THAT ANY GIFT CARD YOU SELL ON GIFTPASS IS DETERMINED BY US TO BE AN "INVALID CARD," OR IF ANY GIFT CARD YOU SELL ON GIFTPASS IS SUBJECT TO A REFUND UNDER OUR THEN CURRENT REFUND POLICY. All of the following amounts will be charged against the funds and/or credits in your Member Account and/or your payment method on file with GiftPass, and you will be liable to us for any amounts that we could not charge due to insufficient funds or credits in your Member Account:

15.3.1. Card Refund Fees, Commission and Member Account Adjustments: In the event you sell any Gift Card through GiftPass, that we determine in our sole discretion to be an "Invalid Card" (as defined below) or which we determine is subject to our then current money-back refund policy, if any, we will charge your Member Account and/or your payment method on file with GiftPass for the full amount of the proceeds that were credited to your Member Account for the sale of the Invalid Card (the "Sale Price Reversal"). In the event you sell an Invalid Card on GiftPass, you authorize us to charge your Member Account and/or your payment method on file with GiftPass for that Sales Commission or portion thereof necessary to ensure that you are charged for the full Sales Commission associated with such Invalid Card (the "Commission Recovery"). In addition, GiftPass may charge your Member Account and/or your payment method on file with GiftPass a "Card Refund Fee" in amount up to the greater of \$20 or 15% of the Gift Card sale price for each such Invalid Card. An "Invalid Card" is any Gift Card that we determine, in our sole discretion: (1) to be invalid or not active for any reason, including without limitation if the Gift Card is determined to be fraudulent, counterfeit, stolen, inauthentic, unusable or non-transferable in any way, or we determine that you have resold, used or invalidated the Gift Card; (2) to be associated with any illegal or fraudulent activity or from an illegal or unauthorized source, (3) had a zero balance when sold by you or has a lower balance than

you represented at the time of sale on GiftPass; or (4) is a different brand from what you represented when selling the card on GiftPass.

15.3.2. Additional Remedies: In addition to the above fees and remedies, GiftPass may seek any and all other forms of recourse against a Seller it determines has sold invalid, fraudulent, inaccurate or illegally obtained Gift Cards on GiftPass or any Seller who GiftPass determined was involved in any illegal or fraudulent activity in connection with its sale of Gift Cards on GiftPass. All of our remedies are cumulative.

15.4. Our Right to Reverse Refunds. In the event GiftPass determines, in its sole discretion, that you have mistakenly, improperly or fraudulently sought and received a refund for a Gift Card purchased on GiftPass under our then current refund policy, you authorize GiftPass to charge your payment method on file (credit card) with GiftPass or debit your Member Account the full amount of any such improper Gift Card refund(s) requested by you. Furthermore, in this circumstance, GiftPass reserves the right to suspend or terminate your Member Account on GiftPass.

15.5. Dispute of any GiftPass Recourse. In the event you believe in good faith that there may have been an error in our assessment of any fees, charges or other permitted recourse to your Member Account associated with a Gift Card you sold or purchased on GiftPass, you may contact GiftPass Member Services (which information is available on our Site) or your account manager, if applicable. You must provide us with all relevant information to support the reason you believe the recourse we took with regard to your Member Account or a particular Gift Card you bought or sold on GiftPass was not warranted and we will then, at our discretion, engage in further investigation of the particular matter (to the extent possible) to determine if there was any error in our assessment of any fees or charges to your account or any other similar permitted recourse hereunder. You hereby agree to fully cooperate with GiftPass in any such further investigation and to only provide us with full and truthful information. GiftPass will communicate its determination after any such investigation. The timing and terms of any additional investigative process will be entirely dependent upon our sole discretion. You further agree that GiftPass's determination after such additional investigation (to the extent possible) is final.

16. Delinquent Payments, Negative Accounts & GiftPass Recourse. If your Member Account becomes past due (or negative) for any reason, your Member Account will be subject to a late payment charge of 1.5% for each thirty (30) day period it is past due, on the balance of the past due amount or the highest amount permitted under applicable law, whichever is lower (the "Late Payment Fee"). This Late Payment Fee will be charged to your Member Account on the last day of each month your Member Account has a negative balance. For Member Accounts with any amounts past due, GiftPass may also deduct the amount owed (plus any accrued Late Payment Fees) from your payment method on file with GiftPass or debit such amounts from any proceeds (or credits or GiftPass Cash) on current or future Gift Cards sold by you on GiftPass under your Member Account or any other Member Account we identify as yours or related to yours. In addition, we may close or suspend your Member Account for nonpayment or an outstanding negative balance, and you may

be responsible for collection and related legal costs we incur. We may also first deduct any amounts (including Late Payment Fees) you owe us from any amount we owe you under your Member Account or any related Member Accounts. In the event your Member Account is suspended or terminated for any reason, any amount due on your account will be immediately due and payable. Closing of Member Accounts or opening and maintaining more than one Member Account does not alter your total liability to us, and we may combine amounts due to us from multiple Member Accounts. We may report information about your Member Account to credit bureaus, law enforcement or Retailers, so late payments, missed payments, or other defaults on your account may be reflected in your credit report.

17. Intellectual Property & Trademarks.

17.1. Unless otherwise indicated by us, the GiftPass Site and all content and other materials therein, including, without limitation, the GiftPass trademarks, logos and all other GiftPass designs, text, graphics, pictures, information, data, software, sound files, other files made available on GiftPass and the selection and arrangement thereof, and any documentation provided to you by or on behalf of GiftPass (but excluding any and all trademarks, service marks or other intellectual property of Retailers found on GiftPass) are the exclusive property of GiftPass. "GiftPass" and the GiftPass logo and any related slogans are GiftPass's trademarks in the United States and may not be copied or used without the prior written permission of GiftPass. Unless explicitly stated by us, nothing in these Terms shall be construed as conferring any ownership in or license to any intellectual property rights, whether by estoppel, implication or otherwise. All trademarks not owned by GiftPass that appear on this Site are the property of their respective owners. Reference to any products, services, merchants or retailers available on GiftPass does not constitute or imply any endorsement, sponsorship or recommendation by GiftPass. Furthermore, GiftPass is not the issuer of any of the Gift Cards available for sale on GiftPass, is not the seller of any secondary Gift Cards sold on GiftPass and is not related to any of the Retailers whose trademarks and Gift Cards appear on GiftPass for sale.

17.2. By posting or uploading any information, content or material to GiftPass's Site, you hereby agree to the following:

17.2.1. You hereby grant GiftPass an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute said information, content or material and to grant and authorize sub-licenses of the foregoing.

17.2.2. You hereby grant GiftPass all rights necessary to prohibit any subsequent aggregation, display, copying, duplication, reproduction or exploitation of the information, content or material by any party for any purpose.

17.3. Copyright Complaints. In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable laws, GiftPass may also terminate or suspend the account of any member who infringes any intellectual property rights of a third party, whether a repeat infringer or not. If you believe that any user content on GiftPass infringes upon any copyright

that you own or otherwise control, you may file a notice of such infringement with our Designated DMCA Agent identified below, with the following information in writing: (i) a physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed upon; (iii) a description of where the material that you claim is infringing is located on the Site; (iv) your address, telephone number, and email address; (v) 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 (vi) 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.

18. **Links to Other Websites.** GiftPass may link to third-party websites, services, and mobile applications ("Other Websites"). These links are provided as a convenience to you and not because we endorse these Other Websites. We are not responsible for the content or the accuracy of materials on these Other Websites, or the privacy practices of these Other Websites. If you decide to access any Other Website, you do so at your own risk and we are not responsible for any damages or liabilities caused or alleged to be caused by any use of the Other Websites.

19. **Electronic Communications.** When you use GiftPass or otherwise send emails to GiftPass, you are communicating with us electronically and you consent to receive electronic communications related to your use of GiftPass, including push notifications. We will communicate with you by email, push notification or by providing notices on the Site. You agree that any communication we may send you via email or push notification will satisfy any legal requirement that any such communication be in writing. Any notice delivery by GiftPass via email will be effective when sent to the email address you provided to GiftPass or from which you otherwise email us. You further agree that you are responsible for maintaining an active email account on file with your Member Account and for any spam-filters (or similar content blockers) that may impact a GiftPass communication to you.

20. **Disclaimer of Warranties & Waiver of Claims.**

YOU EXPRESSLY AGREE THAT YOU ARE USING THE SITE AND ANY SERVICES OFFERED BY US AT YOUR OWN RISK AND THAT THE SITE AND SERVICES AVAILABLE ON THE SITE ARE PROVIDED "AS-IS" AND "AS-AVAILABLE". TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, GIFTPASS DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE OPERATION OF THE SITE, INFORMATION CONTAINED ON THE SITE OR ANY OF THE GIFT CARDS OR OTHER OFFERINGS AVAILABLE ON THE SITE OR ANY OTHER PROGRAMS AVAILABLE OR ACCESSIBLE THROUGH THE SITE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY, UP-TIME, OR FITNESS FOR A PARTICULAR PURPOSE. GIFTPASS MAKES NO WARRANTY THAT THE SITE WILL BE UNINTERRUPTED, SECURE, VIRUS FREE OR ERROR FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY GIFTPASS OR ANY REPRESENTATIVE OF GIFTPASS WILL CREATE A WARRANTY OR OBLIGATION ON THE PART OF GIFTPASS OR SUPERCEDE ANY OF THESE TERMS OF USE.

GIFTPASS IS NOT THE ISSUER OF THE GIFT CARDS SOLD ON GIFTPASS AND IS NOT RESPONSIBLE FOR WHETHER OR HOW A PARTICULAR RETAILER HONORS SUCH GIFT CARDS, PARTICULARLY IN THE

CIRCUMSTANCE WHEN A RETAILER GOES OUT OF BUSINESS OR IS IN BANKRUPTCY OR LIQUIDATION. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AGREE THAT YOU WILL NOT SEEK RECOURSE AGAINST (AND HEREBY WAIVE ANY AND ALL CLAIMS AGAINST) GIFTPASS IN THE CIRCUMSTANCE THAT A RETAILER DOES NOT HONOR A GIFT CARD BECAUSE IT IS UNABLE TO PAY ITS DEBTS, GOES OUT OF BUSINESS, LIQUIDATES, GOES BANKRUPT, OR OTHERWISE REORGANIZES. FURTHERMORE, GIFTPASS IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM LOST OR STOLEN GIFT CARDS IN YOUR MEMBER ACCOUNT OR GIFTPASS MOBILE WALLET OR USE OF YOUR GIFTPASS ACCOUNT OR GIFTPASS MOBILE WALLET (AND ANY GIFT CARDS THEREIN, INCLUDING ANY GIFT CARDS YOU ADD TO YOUR GIFTPASS MOBILE WALLET NOT OTHERWISE ACQUIRED ON GIFTPASS) WITHOUT YOUR PERMISSION AND YOU HEREBY AGREE TO WAIVE ALL CLAIMS AGAINST GIFTPASS RELATED TO SUCH MATTERS.

21. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL GIFTPASS, IT SUBSIDIARIES OR AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, MERCHANTS, LICENSORS OR PARTNERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ON ACCOUNT OF LOST PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR LOST BUSINESS ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH (I) THE USE OF THE SITE, THE SITE AND/OR MEMBER CONTENT, INCLUDING ANY PERSONAL INFORMATION, (II) THE USE OF THE SERVICES ON THE SITE (OR INABILITY TO USE THE SERVICES), (III) THE MARKETING, PURCHASE OR SALE OF ANY GIFT CARDS ON THE SITE, AND (IV) ANY SERVICES OR OFFERINGS PROVIDED BY ANY THIRD PARTIES ACCESSIBLE FROM OR THROUGH THE SITE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING, CONTRACT, TORT, WARRANTY, STRICT LIABILITY, ETC.) AND EVEN IF GIFTPASS WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL GIFTPASS'S TOTAL LIABILITY TO YOU, WHETHER IN CONTRACT, TORT, WARRANTY OR ANY OTHER THEORY OF LAW, ARISING UNDER THESE TERMS OF USE OR ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE THE SITE AND/OR SERVICE PROVIDED VIA THE SITE EXCEED \$200 IN THE AGGREGATE. YOU AGREE THAT ANY CAUSE OF ACTION HEREUNDER MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR THE CAUSE OF ACTION SHALL BE PERMANENTLY BARRED. BECAUSE CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS IN CERTAIN CONTEXTS, ALL OR A PORTION OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

22. Indemnification & Release. You agree to defend, indemnify and hold us (and our affiliates, subsidiaries and our and their respective officers, directors, employees and agents (the "Indemnified Parties")) harmless from any claim or demand made by any third party due to or arising out of or related to: (i) your breach of these Terms, (ii) your improper use of the Site or GiftPass's services, (iii) your violation of any third parties' intellectual property rights, (iv) your intentional misconduct, fraudulent acts or gross negligence, (v) any content you provide on the Site or (vi) your violation of any applicable law, including any applicable tax laws. You agree to pay any and all losses, costs, damages and expenses (including reasonable legal fees and expenses) (collectively "Damages") for which any Indemnified Party is found liable in respect of any such claim or demand and to reimburse each Indemnified Party immediately for any Damages that the Indemnified Party has directly incurred, suffered or paid. You hereby recognize that GiftPass is not the issuer of any Retailer Gift Card sold on GiftPass and not the seller of any secondary Gift Cards sold on GiftPass. To the extent permitted under applicable law, you agree to release GiftPass from any claim or liability arising out

of or related to (x) how and whether a Retailer honors its Retailer Gift Card(s) purchased on GiftPass and (z) any Retailer's failure to honor a particular Retailer Gift Card purchased by you on GiftPass.

23. Legal Disputes

- 23.1. **Binding Arbitration.** By using this Site and agreeing to these Terms, you agree that any claim, dispute, or controversy you may have against GiftPass arising out of, relating to, or connected in any way with these Terms, this Site, or the purchase or sale of any Gift Cards or any other services offered on GiftPass (a "Dispute"), shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator pursuant to the applicable Rules and Procedures established by AAA, including, without limitation, the AAA Supplementary Procedures for Consumer Related Disputes, available at <http://www.adr.org>. ("Rules and Procedures"); except that you may bring a qualifying claim over a Dispute in a small claims court. The provisions of this Section 23 shall constitute your and GiftPass's written agreement to arbitrate Disputes under the Federal Arbitration Act ("Dispute Agreement") and that you and GiftPass are each giving up the right to go to court and have a Dispute heard by a judge or jury (except for the limited exclusion above in a small claims court or in the context of injunctive relief permitted below).
- 23.2. You agree further that: (A) the arbitration shall be held at a location determined by AAA pursuant to the Rules and Procedures (provided that such location is reasonably convenient for you), or at such other location as may be mutually agreed upon by you and GiftPass; (B) the arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (C) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your and/or GiftPass's individual claims; and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; and (D) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, GiftPass will pay as much of your filing, arbitration and hearing fees in connection with the arbitration as the arbitrator deems necessary (not to exceed \$10,000) to prevent the arbitration from being cost-prohibitive. GiftPass agrees not to seek attorney's fees and costs in arbitration unless the arbitrator determines the Dispute was frivolous. The arbitration shall be conducted based on written submission unless you request and/or the arbitrator determines that a telephone or in-person hearing is necessary.
- 23.3. **No Class Action.** We each agree that we shall bring any Dispute against the other in our respective individual capacities and not as a plaintiff or class member of a purported class, representative proceeding or as an association. We each agree that any Dispute will be arbitrated only on an individual basis and not in a class, consolidated or representative action. The arbitrator may not vary these terms.
- 23.4. **Choice of Law & Forum.** Any and all Disputes shall be governed by the laws of the State of California without regard to any conflicts of laws provisions. In the event any Dispute were to

proceed in court, you agree that (i) the federal and state courts of the state of California and Los Angeles County shall have exclusive jurisdiction to adjudicate any such Dispute, (ii) you and GiftPass irrevocably consent and submit to the exclusive personal jurisdiction and venue of such courts for the resolution of such Disputes and (iii) you and GiftPass agree to irrevocably waive any right to a trial by jury.

23.5. Injunctive Relief. Notwithstanding anything to the contrary in this Dispute Agreement, either party may bring suit in court seeking an injunction or other equitable relief arising out of or related to the infringement of a party's intellectual property or any conduct that violates Section 5 of these Terms.

24. Miscellaneous Provisions

24.1. Force Majeure. GiftPass shall be excused from performance under these Terms, to the extent it is delayed or prevented from performing, as a result of any event or series of events caused by: (i) weather conditions or elements of nature or acts of god, (ii) acts of war, terrorism, insurrection, riot, political unrest, (iii) labor strikes, (iv) embargoes, (v) error or disruption to computer hardware, networks or software failures or of third party providers or (vi) other causes beyond the reasonable control of GiftPass.

24.2. Entire Agreement. These Terms including the Privacy Policy and other terms incorporated by reference, constitute the entire agreement and understanding between you and GiftPass with respect to the subject matter covered and supersedes any prior agreements, whether in writing or oral, with respect to such subject matter.

24.3. Assignment. These Terms are not assignable, transferable or sublicensable by you except with GiftPass's prior written consent. GiftPass may transfer, assign or delegate these Terms and its rights and obligations hereunder without consent.

24.4. Severability & Subject Headings. To the extent that any term is deemed invalid or unenforceable by a court of law with jurisdiction over the matter, that term shall be severable and not affect the validity of remaining terms. The section headings used herein are for convenience only and shall be of no legal force or effect.

24.5. Notice. Any notice to the Site that is required or permitted by these Terms shall be in writing and shall be deemed effective upon receipt, when sent by confirmed e-mail to contactus@giftpassapp.com.

25. Refund Policy. All sales of Services and Gift Cards, and all other products and services offered by us through the Services, are final. No refunds will be provided for any Services, Gift Cards, or any other products and services offered by us through the Services. The sole and exclusive exception to this policy is the case in which (a) a full-price Gift Card is purchased directly from a retailer, (b) GiftPass verifies the balance on a Gift Card prior to the settlement of the purchase, and (c) the usable balance on the Gift Card at the time of the settlement of the purchase is less than the

balance on the Gift Card as verified by GiftPass. In that situation (only where each of (a), (b) and (c) are satisfied), the user may request a refund of the difference between the balance verified by GiftPass and the actual balance. Such refund may be requested via email to [*], which email must attached and/or include sufficient documentation to support such a balance difference. To the extent that GiftPass, in its sole discretion, determines that such evidence is sufficient to show a balance difference, GiftPass will refund the balance difference within 30 days of making such a determination, in the form of a credit toward the purchase a different Gift Card. For the avoidance of doubt, no refunds will be offered with respect to any Sale Transactions under any circumstances.