



ENTERPRISE TERMS AND CONDITIONS

1. SERVICES AND SUPPORT

1.1 Subject to all terms and conditions of this Agreement, Service Provider grants Customer a limited, non-exclusive, non-sublicenseable, royalty-free, non-transferrable license for up to the Maximum Number of Customer Accounts to access to the Services through the internet for Customer's internal business use only. The Services are subject to modification, restriction, or suspension from time to time at Service Provider's sole discretion, for any purpose deemed appropriate by Service Provider. Service Provider will use reasonable efforts to give Customer prior written notice of any such modification.

1.2 Service Provider will undertake commercially reasonable efforts to make the Services available twenty-four (24) hours a day, seven (7) days a week with reasonable downtime for scheduled and unscheduled maintenance. Service Provider shall make commercially reasonable efforts to schedule downtime outside of Service Provider's normal business hours. Notwithstanding the foregoing, Service Provider reserves the right to suspend Customer's access to the Services: (i) for scheduled or emergency maintenance, or (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to Service Provider.

1.3 Service Provider offers email-based support in accordance with the terms of this Section 1.3 from Monday through Friday during Service Provider's normal business hours. Customer may contact the support desk at support@yiftee.com. Service Provider will make commercially reasonable efforts to respond to requests and provide suggestions on how to use the Service; however, suggestions on how to use the Service shall not be construed as a warranty nor does Service Provider promise it can resolve any problem Customer may be experiencing.

2. RESPONSIBILITIES

2.1 Customer will cooperate with Service Provider in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as Service Provider may reasonably request. Customer will also cooperate with Service Provider in establishing a password or other procedures for verifying that only designated employees of Customer have access to any functions of the Services.

2.2 Customer will designate an employee who will be responsible for all matters relating to this Agreement ("Primary Contact"). Customer may change the individual designated as Primary Contact at any time by providing written notice to Service Provider.

2.3 In order to use some aspects of the Services, Customer and each of its users shall register with Service Provider, select a password and provide his or her legal name, which will be used as his or her user name ("Customer User ID"). Customer warrants that all registration information it submits to the Service is complete, accurate and truthful. Further, Customer will be responsible for maintaining the security of Customer's account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account with or without Customer's knowledge or consent.

2.4 Customer will comply with the Privacy Policy found on Service Provider's website (as they may be updated from time to time), except to the extent expressly and directly in conflict with the terms hereof.

2.5 Service Provider may use or reference Customer's name, trademark, licensee status and category of services provided by Service Provider to Customer in connection with Service Provider's promotional and marketing activities.

2.6 Customer acknowledges and agrees that, to the extent permitted by law, in no event will MasterCard and/or its service providers be liable to Customer with respect to the performance or non-performance of, or the ability or inability to access and use the Service. To the extent permitted by law, the liability of MasterCard or its service providers, collectively, in relation to any transaction is limited in the aggregate to zero dollars (\$0).

2.7 The Services may contain links to third party websites that are not owned or controlled by Service Provider, or the Services may be accessible by

logging in through a third party website or service. When Customer accesses third party websites, Customer does so at its own risk. Customer shall read and agree to be bound by all applicable policies of any third party websites or services relating to Customer's use of the Services and that Customer will act in accordance with those policies, in addition to Customer's obligations under this Agreement. Service Provider has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed by any third party. In addition, Service Provider will not and cannot monitor, verify, censor or edit the content of any third party site.

2.8 By using the Services, Customer expressly relieves and holds harmless Service Provider from any and all liability arising from Customer's use of any third party website. Customer's interactions with organizations and/or individuals (including without limitation Merchants) found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between Customer and such organizations and/or individuals. Customer should make whatever investigation Customer feels necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. Customer agrees that Service Provider shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between Customer and any third party, Customer understands and agrees that Service Provider is under no obligation to become involved. In the event that Customer has a dispute with a third party, Customer hereby releases Company, its officers, employees, agents, and successors in rights from claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our service. If Customer is a California resident, Customer shall and hereby does waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

3. GIFTS

3.1 The Service allows Customers to purchase gifts ("Gifts") from certain merchants ("Merchants"), and then give virtual gift vouchers for such Gifts to recipients ("Recipients") via email, text, social networking websites (such as Facebook and Twitter) and/or printed ("Vouchers"). Recipients can then redeem their Vouchers for products or services at Merchants' places of business. Detailed instructions for giving and redeeming Gifts are described in Section 10 of Yiftee Terms of Use found at <http://yiftee.com/terms-of-use/>.

3.2 Gifts cannot be combined with any other coupons or promotions, unless otherwise noted; and cannot be used for prior balances, shipping or handling. Unless otherwise stated at the time of Gift purchase, the price of the Gift includes sales, value added, or use taxes. The Merchant, not Service Provider, is the seller of the goods and services and is solely responsible for redeeming any Gift Customer purchases. The terms of redemption for each Gift may vary from Merchant to Merchant, and any restrictions that apply to the use or redemption of such Gift will be noted at the time of purchase. Gifts are void where prohibited by law. Merchant, not Service Provider, is solely responsible for any and all damages, claims, losses, and costs suffered by Customer in connection with the redemption of any Gift. Merchant, not Service Provider, is responsible for the quality and fitness of all goods and services that a Recipient receives when redeeming a Gift. Compliance with statutes or codes relating to the redemption of Gifts is the responsibility of the Merchant, not Service Provider. Such limitations may or may not be noted at the time of purchase. Customer understands and agrees that Merchant may refuse to redeem a Gift where such redemption would be unlawful. Duplicate use, reproduction, sale, or trade of a Gift is prohibited unless done in compliance with applicable law. Any attempted redemption of a Gift not consistent with this Agreement is void.

4. RESTRICTIONS

4.1 Customer will not, and will not permit any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or

any software, documentation, reports or data related to or generated by the Services (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (ii) modify, translate, or create derivative works based on the Services; (iii) use the Services or for timesharing or service bureau purposes or for any purpose other than its own internal business use; or (iv) use the Services other than in accordance with this Agreement and in compliance with all applicable laws and regulations (including but not limited to any financial regulation, privacy, intellectual property, consumer and child protection, obscenity or defamation laws). Although Service Provider has no obligation to monitor the content provided by Customer in connection with the Services, Service Provider may do so and may remove any such content or prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4.2 Customer hereby agrees to indemnify and hold harmless Service Provider (and its officers, directors, employees, and agents) against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation from Customer's use of Services or any violation of Section 4 or 6.2.

5. CONFIDENTIALITY

5.1 Each Party (the "Receiving Party") understands that the other Party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Confidential Information" of the Disclosing Party).

5.2 The Receiving Party agrees: (i) not to divulge to any third person any such Confidential Information without receiving express written consent from the Disclosing Party and then only in compliance with disclosure guidelines agreed to in writing by the parties, (ii) to give access to such Confidential Information solely to those employees with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Confidential Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Confidential Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. In any event, Service Provider may collect data with respect to and report on the aggregate response rate and other aggregate measures of the Services' performance and use all such information freely in connection with its products and Services.

5.3 Customer acknowledges that Service Provider does not wish to receive any Confidential Information from Customer that is not necessary for Service Provider to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, Service Provider may reasonably presume that any unrelated information received from Customer is not confidential or Confidential Information.

5.4 Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, unless such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such Party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirors.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Except as expressly set forth herein, Service Provider alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Service or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Service, which are hereby assigned to Service Provider. Customer

will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, or any intellectual property rights.

6.2 Service Provider will process content/data provided by or on behalf of Customer ("Content") only to perform its obligations and exercise its rights under this Agreement. Customer and its licensors shall (and Customer hereby represents and warrants that they do) have and retain all right, title and interest (including, without limitation, sole ownership of) all Content used in connection with the Services and all intellectual property rights with respect to that Content. If Service Provider receives any notice or claim that any Content, or activities hereunder with respect to any Content, may infringe or violate rights of a third party (a "Claim"), Service Provider may (but is not required to) suspend activity hereunder with respect to that Content.

7. PAYMENT OF FEES

7.1 Customer will pay Service Provider the applicable fees as set forth on the Order Form (the "Fees") to the extent applicable. Customer will pay Service Provider for additional services requested by the Customer, such as integration fees or other consulting fees pursuant thereto to a mutually-agreed statement of work. All payments will be made in accordance with the Payment Schedule and the Method of Payment. If not otherwise specified, payments will be due within thirty (30) days of invoice. Unless otherwise agreed by Customer and Service Provider in writing, all fees are non-refundable for any reason.

7.2 On any unpaid Fees that are due and owing, Customer shall pay a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes, if any. Customer agrees to file, report, and pay such taxes (excluding US taxes based on Service Provider's net income) unless Customer has provided Service Provider with a valid exemption certificate. In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid to Customer on account thereof.

7.3 When purchasing a Voucher or Vouchers, Customer will pay the value for which the Voucher(s) may be redeemed ("Gift Value") plus applicable processing, delivery and transaction fees. Customer may request an advance of funds from Service Provider to cover these costs on a temporary basis. Service Provider is in no circumstances required to provide such an advance. If Service Provider chooses to provide the advance, Service Provider will charge a fee of 2% interest per month compounded on any outstanding advance balance for as long as the advance is outstanding.

8. TERMINATION

8.1 Subject to earlier termination as provided below, this Service Agreement is for the Service Term as specified in the Order Form.

8.2 In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Service Term by giving fifteen (15) days (ten (10) days for non-payment) prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such fifteen-day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business.

8.3 The following sections shall survive termination of this Agreement: Sections 2.3 (second and third sentences), 2.4, 2.6, 2.7, 2.8, and 4 through 12).

9. DISCLAIMER

9.1 Service Provider has no special relationship with or fiduciary duty to Customer. THE SERVICES AND SERVICE PROVIDER'S CONFIDENTIAL INFORMATION AND ANYTHING ELSE PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS LICENSORS AND

SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

10. LIMITATION OF LIABILITY

IN NO EVENT WILL SERVICE PROVIDER BE LIABLE FOR (I) ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, (II) THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OR CORRUPTION OF DATA, ERROR OR OMISSION IN THE SERVICES, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, AND (III) ANY MATTER BEYOND ITS OR THEIR REASONABLE CONTROL, AND IN ANY EVENT, SERVICE PROVIDER'S OBLIGATIONS HEREUNDER SHALL BE LIMITED TO THE EXERCISE OF COMMERCIALY REASONABLE EFFORTS; IN EACH CASE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE TOTAL LIABILITY OF SERVICE PROVIDER ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE,) THE FEES PAID TO SERVICE PROVIDER HEREUNDER IN THE TWELVE MONTH PERIOD PRECEDING THE APPLICABLE CLAIM.

11. U.S. GOVERNMENT MATTERS

Notwithstanding anything else, Customer may not provide to any person or export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof (collectively "Controlled Subject Matter"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing Customer acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Use of the Service is representation and warranty that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, any software and documentation provided by Service Provider are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Service Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

12. APPLE DEVICE AND APPLICATION TERMS

If Customer uses the Services in connection with a device provided by Apple, Inc. ("Apple") or a Service Provider application obtained through the Apple App Store (collectively, such uses are henceforth the "Application"), the following shall apply:

12.1 Both Customer and Service Provider acknowledge that this Agreement is concluded between Customer and Service Provider only, and not with Apple, and that Apple is not responsible for the Application or the Content;

12.2 The Application is licensed to Customer on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Service for Customer's private, personal, non-commercial use, subject to all the terms and conditions of this Agreement as they are applicable to the Service;

12.3 Customer will only use the Application in connection with an Apple device that Customer owns or controls;

12.4 Customer acknowledges and agrees that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;

12.5 In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, Customer may notify Apple of such failure; upon notification, Apple's sole warranty obligation to Customer will be to refund to Customer the purchase price, if any, of the Application;

12.6 Customer acknowledges and agrees that Service Provider, and not Apple, is responsible for addressing any claims Customer or any third party may have in relation to the Application;

12.7 Customer acknowledges and agrees that, in the event of any third party claim that the Application or Customer's possession and use of the Application infringes that third party's intellectual property rights, Service Provider, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;

12.8 Customer represents and warrants that Customer is not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that Customer is not listed on any U.S. Government list of prohibited or restricted parties;

12.9 Both Customer and Service Provider acknowledge and agree that, in Customer's use of the Application, Customer will comply with any applicable third party terms of agreement which may affect or be affected by such use; and

12.10 Both Customer and Service Provider acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and that upon Customer's acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Customer as the third party beneficiary hereof.

13. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not (by operation of law or otherwise) assignable, transferable or sub-licensable by Customer except with Service Provider's prior written consent. Service Provider may transfer and assign this Agreement freely and without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If there is any conflict between this Agreement and any Order Form, this Agreement shall control (except to the extent the parties expressly state in the applicable Order Form that it is intended to supersede any conflicting term herein). No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Service Provider in any respect whatsoever. There are no third party beneficiaries to this Agreement. In any action or proceeding to enforce rights under this Agreement, the prevailing Party shall be entitled to recover costs and attorneys' fees. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid. Service Provider will not be liable for any loss resulting from a cause beyond its reasonable control. This Agreement shall be governed by the laws of the State of California, U.S.A. without regard to its conflict of laws provisions. The federal and state courts sitting in San Francisco County, California, U.S.A. shall have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement provided that either Party may pursue injunctive or other equitable relief at any time in any court of competent jurisdiction.

