Yiftee Merchant Agreement

YIFTEE MERCHANT AGREEMENT

PLEASE READ THIS MERCHANT AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING THE SERVICE (AS DEFINED BELOW) OFFERED BY YIFTEE INC. ("YIFTEE"). BY ACCESSING OR USING THE SERVICE IN ANY MANNER, THE MERCHANT IDENTIFIED IN THE MERCHANT SIGN-UP FORM (AS DEFINED BELOW) ("MERCHANT") AGREES THAT IT HAS READ AND AGREES TO BE BOUND BY AND A PARTY TO THE TERMS AND CONDITIONS BELOW, AND ANY TERMS INCLUDED IN THE MERCHANT SIGN-UP FORM(S) THAT MERCHANT HAS EXECUTED OR WILL EXECUTE FROM TIME-TO-TIME (EITHER ONLINE OR IN HARD COPY) WITH YIFTEE (EACH, A "MERCHANT SIGN-UP FORM"), WHICH ARE HEREBY INCORPORATED INTO THIS AGREEMENT BY REFERENCE. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS. IF YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF AN ORGANIZATION OR OTHER ENTITY, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO AGREE TO THESE TERMS ON THAT ORGANIZATION OR ENTITY'S BEHALF AND BIND THEM TO THESE TERMS.

YIFTEE MAY MODIFY THE TERMS OF THIS AGREEMENT FROM TIME TO TIME, UPON NOTICE TO MERCHANT AND/OR POSTING TO THE YIFTEE WEBSITE. IF MERCHANT DOES NOT WISH TO ACCEPT THE NEW TERMS, ITS SOLE REMEDY (AND YIFTEE'S SOLE LIABILITY) SHALL BE MERCHANT'S TERMINATION OF THIS AGREEMENT.

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

1. Voucher Purchase.

1.1 A Merchant is an entity selling goods and/or services. Subject to the terms and conditions of this Agreement, Merchant hereby contracts with Yiftee to enable Merchant to issue Vouchers for Merchant's goods and/or services. Yiftee or a Yiftee Affiliate may feature Merchant's place of business generally on Yiftee's or affiliate's website, via the Yiftee Developer Interface (Yiftee API) and on any Yiftee mobile applications which may be developed or available (such website(s), Yiftee API and applications together, the "Services"), and allow Yiftee users (which users may, in certain circumstances, be Merchants ("Users") to specify a Voucher amount (up to a Yiftee-specified maximum) that they wish to purchase for themselves or other recipients to be redeemed for any products and services then-currently and publicly available at Merchant's place of business at the time of redemption. Yiftee or its affiliates, or purchasers (Purchasers) or Recipients of Vouchers may refer to their Vouchers and the merchants associated with these

Vouchers on social media and Yiftee may deliver messaging via social media that may be viewed by an audience other than the specific recipient of the Voucher.

Yiftee may also (but is under no obligation to) feature on the Services, at its discretion and subject to the terms and conditions of this Agreement, one (1) or more specific products or services available from Merchant ("Specific Voucher") and allow Users to purchase such Specific Vouchers for Recipients. These Specific Vouchers are implemented as a Voucher good for the value ascribed to the specific item sold by the Merchant, but there is no enforcement mechanism to require the Recipient to utilize the Voucher for that specific item as the Voucher is intended to be usable for the dollar amount specified on the Voucher (up to the amount remaining on the Voucher if the Voucher has been used) for any item available at the Merchant. If a Specific Voucher is defined, the Merchant is solely responsible for defining a price ascribed to said Specific Voucher that is suitable to cover the cost of purchase of that specific item along with any applicable taxes or fees. However, it is solely up to the Recipient to determine if the Voucher is to be applied to the specific item or to another item available for sale by the Merchant.

Yiftee may make available to Merchant a Dashboard for accessing information about their Vouchers and for managing aspects of their Yiftee account. Merchant is solely responsible for any and all access to their Dashboard and the actions of all users authorized to use their Yiftee account including the removal of users no longer authorized to use the account and the security of the passwords used by Merchant.

Yiftee, at Merchant's direction and with Yiftee's approval which is given at Yiftee's sole discretion, may also (but is under no obligation to), feature on the Services, at its discretion and subject to the terms and conditions of this Agreement, a gift without any cash value, but which can be used by Recipients at Merchant's establishment in connection with the purchase or redemption of goods (a "zGift"). zGifts function like coupons; for example, a zGift may allow a Recipient to visit Merchant's establishment and exchange the zGift for a particular product or service, or may provide a percentage discount based on the purchase of goods or services from Merchant. There Is no cash value for a zGift and Merchant will not receive compensation for redemption of a zGift.

1.2 Yiftee or its Affiliates will display on the Services the Vouchers that have been approved by Yiftee through Merchant's completion and Yiftee's approval of the Merchant Sign-up Form(s) provided by Yiftee and, where required, processing a special voucher provided by Yiftee (such completion and approval is the "Registration"). If Yiftee has approved a Specific Voucher through the Registration process, the parties will agree to, among other terms, the Specific Voucher Value (defined below), the start and end dates for the Specific Voucher to be displayed on the Services, if applicable, and the number of Specific Vouchers to be offered for sale through the Services, if applicable. at Yiftee's discretion, Yiftee may also promote the General-use Voucher and/or, if applicable, the zGift or Specific Voucher, which may include email marketing and/or displaying content via third-party web sites and services.

1.3 Merchant will provide Yiftee, on a timely basis, with all reasonably requested information regarding (a) Merchant's place of business generally, including photos thereof, hours of

operation, physical address, and products and services offered, and (b) if Yiftee has approved a Specific Voucher or zGift involving a specific product or service (collectively, "Special Vouchers"), each such Special Voucher, including a description of the Special Voucher, photos of the Special Voucher, and a description of any restrictions or limitations on Recipient's redemption and/or use of Special Voucher (e.g., expiration or blackout dates), so that Yiftee may provide such information to a User before he or she sends or otherwise causes delivery of the Special Voucher to Recipient. It is Merchant's responsibility to keep this information and that regarding any of its additional locations up to date at all times including adding or closing branches or related stores, changing product, location or telephone data and updating Special Voucher information.

1.4 Yiftee will collect payment from Users who purchase the Voucher (Purchaser) and send Vouchers electronically to Recipients (who may be the Purchaser), notify each Recipient that he or she has received a Voucher and provide Recipient with directions on how to redeem such Voucher at Merchant's place of business by using a mobile phone or any Yiftee mobile application(s) that are available or by other means such as by printing said Voucher and presenting printed version of Voucher. The price Yiftee charges a User for a Voucher shall consist of the amount of the Voucher specified by such User that can be redeemed by the Merchant plus a non-refundable electronic delivery fee ("eDelivery Fee") that is calculated as a function of the Voucher Value (which typically is a percentage of Voucher Value and/or a fixed amount), less any non-refundable discount which Merchant agrees to pay Yiftee for. Some Merchants may also be eligible to subsidize the eDelivery fee for Vouchers sold on the Merchant's eGift page. Such subsidies are generally paid to Yiftee as a monthly addition to a Merchant's subscription fees. All subsidies are for the full amount of the eDelivery fee; partial subsidies are not available. Terms that Purchasers and Recipients must abide by are at Terms of Use. **Yiftee evaluates all purchases for the potential for fraud and Yiftee makes no representation as to the amount of time needed to evaluate a purchase and no guarantee that any given purchase will be accepted**.

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

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

violations or 'hacking' of Merchant's website or other media. Yiftee is under no obligation to provide or offer these services.

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

2. Establishing Voucher Association.

All Merchant locations must provide Yiftee with the necessary information to identify their credit/debit card processing system. This is typically done by having each merchant location process an Activation Card on their credit card processing system, although other means of communicating this information may be mutually agreed upon. In a Card Not Present (CNP)-based system, Vouchers are processed in the same way a phoned-in credit card order is processed and cleared and settled via the same credit card processing system in use by Merchant for ordinary credit cards. It is up to the Merchant to ensure that this information is kept current whenever the information associated with the credit card processing system at any Merchant location has been changed. This information enables Yiftee to ensure that a Voucher associated with a Merchant is redeemable only at that Merchant's location or locations. The information in question for CNP Vouchers is defined in the ISO 8583 specification as published by the International Organization for Standardization. In particular, the data we require for each Merchant location (and if there are different credit card processing systems in a given location with different ISO 8583 information, we require for each such system as well) is fields 32, 42 and 43 in the ISO 8583 specification (Acquiring institution identification code, Card acceptor identification code, and Card acceptor name.)

Activation Cards are provided to Merchant upon sign up, or as needed for additional locations or terminals from the Yiftee dashboard. Each Activation Card is a small value (typically $0.10) Voucher that, when processed like a credit card, will provide to Yiftee the above noted ISO field information. It is not necessary to run the Activation Card for $0.10 as some systems demand minimum transaction sizes in excess of this amount; if so, a failed authorization will result, but Yiftee will still obtain the necessary information from the failed authorization.

Merchant must have a merchant account with their credit card processor or otherwise have unique ISO 8583 information associated with their account. That is, the merchant of record on any credit card transaction must be the merchant, and not a third party. Certain Paypal and Square accounts for example may not be associated with a merchant account. Yiftee cannot generally process Vouchers for merchants who do not have a merchant account for their credit card processing. In case of doubt, Yiftee may request that Merchant process an Activation Card to enable Yiftee to make a determination as to the suitability of the credit card processing system. Certain merchant classifications (MCC codes) are also disallowed by Yiftee at Yiftee's sole discretion.

3. Voucher Redemption.

3.1 General-use Vouchers and Specific Vouchers. The terms of Section 3.1 and 3.2 shall apply only to General-use Vouchers and Specific Vouchers, and not zGifts. Merchant will use the Voucher redemption process described herein, unless otherwise agreed by the parties in writing. Recipient will receive a virtual Voucher for the Voucher Value. Merchants will redeem each Voucher, in accordance with the terms and conditions herein, by running such voucher as a standard "Card Not Present"(CNP Voucher) transaction unless the Voucher is to be redeemed by a different process mutually agreed-upon by Yiftee and Merchant using specific third-party redemption technology (POS Voucher). A CNP Voucher transaction is very similar to the way a merchant would process a credit card on a phoned-in order. Unless otherwise specified, 'Voucher' will refer to a CNP Voucher. POS Vouchers will be redeemed in accordance with the rules established by the provider of the POS Voucher systems and Yiftee will not be liable for any issues relating to the redemptions of POS Vouchers. Once a POS Voucher code has been viewed by Recipient, Yiftee considers it redeemed, although its redeemable value at the Merchant may still be available to Recipient. Merchant is remunerated for CNP Voucher redemptions via their normal credit/debit card processing system as Vouchers are redeemed, and for POS Voucher redemptions by a financial arrangement covered by separate agreement with Yiftee.

(i) Voucher Authorization.

At the time of running a CNP Voucher, the amount requested is "Authorized" wherein the Merchant's payment processor accepts or declines the requested amount. Merchant will not receive remuneration for any amount that is not authorized, and Merchant assumes all risks if they undertake an 'offline' authorization where certain transactions are assumed to be valid and authorization is attempted at a later time. The Recipient may need to query the Yiftee website in order to find the current balance available on their CNP Voucher; settlements beyond the authorized amount (such as tips added after authorization or force postings) will result in a either (at Yiftee's sole discretion) a chargeback against the Voucher for the amount in excess of the authorization, or a charge against the Merchant's stored credit card, or an invoice to the Merchant which is payable immediately upon receipt, or a debit to Merchant's Yiftee account. Attempts to authorize a charge in excess of the remaining value of the Voucher will be declined. It is recommended that all tips be processed by other means than a Yiftee Voucher, and tips, as well as any amounts in excess of the authorized amount are processed separately (a "split tender' transaction). Note that web-based transactions may be impractical for use if the Merchant website cannot process split tender transactions since an item costing more than the value of the Voucher cannot be paid for exclusively by the Voucher and no other means of payment is available to the customer.

Authorized amounts that are improperly voided, reversed, or refunded by merchant (i.e., without reference to a prior authorization) and are later cleared and settled by merchant may also be subject to invoice or collection from merchant's stored credit card, chargeback, or by

other means. Merchants who utilize offline authorizations (which are approved without a real-time authorization and intended to be authorized at a later time than the actual transaction time) run the risk of accepting a Voucher which may later not authorize for the requested amount; in such case, Yiftee is not responsible for any refunds to Merchant or for settling any disputes between a Merchant and a Recipient. A merchant who accepts a Voucher for payment for any reason without authorizing is solely responsible for the value accepted. For example, the customer may present an expired or fully used Voucher for payment and claim that it should work.

Merchant will redeem the Voucher for any products or services currently and publicly available at Merchant's place of business at the time of redemption, as long as the total for such products and services inclusive of any applicable taxes and fees does not exceed the remaining value of the Voucher. If the amount of the goods or services is in excess of the authorizable amount of the Voucher, Merchant agrees to accept the authorized amount as partial payment for the goods or services and request the remaining amount from a different funding vehicle (such as cash or a credit card).

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

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

(ii) Voucher expiration.

A Voucher may carry an Expiration Date which determines the last day the Voucher can be redeemed. This will only be possible for promotional Vouchers paid for by an entity giving the Vouchers as an award or promotion. In addition, a CNP Voucher will contain a Voucher Validation Date (this is the mm/yy indication on the Voucher that accompanies the 16-digit PAN and CVV.) Both dates are to be interpreted in Greenwich Mean Time (GMT). A Voucher may have no Expiration Date in which case the Voucher is always valid as long as unredeemed value remains on it (unless State or Federal unclaimed property laws take precedence). The Yiftee system can enforce the Voucher Expiration Date even if the Voucher Validation Date is a later date. If the Voucher Validation Date has passed and the Voucher carries no Expiration Date, Yiftee will, at no cost to the Recipient, replace the Voucher with a new Voucher as described in the Recipient Terms and Conditions. Yiftee may also replace a promotional Voucher that has expired with one with a later expiration date at its sole discretion and if not prohibited by rules established by the Purchaser. If a Voucher has expired (either by virtue of its expired Voucher Validation Date or Voucher Expiration Date (if present), an attempt to redeem it will fail. If not for promotional or award purposes, Recipient may request a new Voucher in this case by contacting support@yiftee.com as described in the Yiftee User Terms and Conditions or simply refresh the link to their virtual Voucher. Such requests cannot be granted if the Voucher has

expired and Purchaser has claimed the expired unused value as a refund. Merchant should not honor a Voucher redemption that is rejected for expiration and instead refer the Recipient to support@yiftee.com for assistance in obtaining a new Voucher if possible.

If a Voucher carries an Expiration Date, any unredeemed value of the Voucher less any applicable Restocking Fee as described in §4 is made available to the Purchaser's Yiftee account after the Voucher expires (subsequent to a reasonable delay for final processing). Purchaser may request these funds to be refunded to them via a check or other means that Yiftee may provide (and at Yiftee's discretion).

If the Merchant is giving award or promotional Vouchers from their Yiftee account, the Merchant may have an opportunity to customize the Expiration Date of the Voucher. By default, Vouchers do not expire, but Merchants may set an Expiration Date for award or promotional Vouchers in the Yiftee dashboard. Businesses that purchase Vouchers as rewards or promotions to employees or customers may also carry expiration dates if permitted by the laws in the state where the merchant operates.

(iii) Refunds

If a Voucher needs to be refunded or reversed, the authorization that is being refunded or voided should be associated with the refund or reversal. If the Merchant credit card processing system simply marks an authorization to not be settled in order to implement a refund, the authorization may require Yiftee support to manually clear it and assurance from Merchant that no settlement will be undertaken. Manual intervention for reversed authorizations that are not tied to the authorization itself may also be required.

(iv) Reasons for decline

A Voucher will be declined and Yiftee assumes no responsibility for any failures in Voucher processing including but not limited to any of the following causes. **Merchant accepts for payment a Voucher that they cannot properly authorize at their own risk and Yiftee assumes no liability for processing any such un-authorized transactions.**

a) If any data (PAN, CVV, expiration) is incorrectly entered into the credit card processing system.

b) Data is input not as a card-not-present credit card transaction

c) The Voucher has expired (in GMT time)

d) The Voucher Validation Date has expired (in GMT time)

e) The credit card processing system you use is denying card-not-present (CNP) transactions

f) There is a timeout or other system error in processing the Voucher on the credit card processing system

g) The Merchant identity (ISO 8583 parameters) have not been set or updated

h) The amount of the authorization exceeds the available remaining value of the Voucher

i) The Voucher has been cancelled

j) Voucher is processed for a transaction type other than authorization, refund or void including balance query or advice or $0 validation

k) Merchant MCC code is currently associated with gambling, escort services, or financial products or cash, or other MCC code not accepted by Yiftee.

l) Merchant is not in the United States

m) The credit card processing system suspects fraud and blocks the transaction

n) The credit card network is offline

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

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

3.3 Notwithstanding anything else, if a Voucher is a ticket to a one-time event (a "Ticket"), no refunds will be granted to the purchasing or receiving User.

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

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

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

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

4. Payment; Taxes.

Merchant will pay Yiftee an advance monthly or annual subscription fee ("Subscription Fee") for each month (or year, as applicable) during the term of this Agreement, which may include a component that varies based on how many Merchant locations are covered. Yiftee may also make available, at Yiftee's sole discretion, alternative methods of subscription payment which may be a billed function of the redeemed Voucher Value. A location will be considered "active" for the purposes of calculating the Subscription Fee after it runs the Yiftee-provided "Activation Card" and has designated its account as Active (for POS-based systems, other means of activating locations will be mutually agreed to by Yiftee and Merchant). If a Merchant no longer wishes a location to be active, Merchant may remove it by notice to Yiftee and Merchant will no longer be charged for such location on the following month's billing cycle (and for clarity, no partial refunds for an unused portion of a month will be due). The initial Subscription Fee(s) shall be as agreed during Registration but may change from time to time upon notice to Merchant, provided that no Subscription Fee modification will be retroactively applied. Subscription Fees will be charged in advance, on the date the parties first enter into this Agreement and each month "anniversary" thereafter for monthly Subscription Fees, or each anniversary thereafter for yearly Subscription Fees, unless, in each case, Merchant provides Yiftee with fifteen (15) days' notice prior to the end of the then-current subscription term, of its desire not to renew. If Merchant adds any active locations during a subscription term, Yiftee will automatically charge Merchant for each such addition (even for annual subscriptions); active locations are calculated according to the number of locations active at the monthly anniversary date (again, even for annual subscriptions). No refunds will be granted for Subscription Fees, regardless of whether the Agreement terminates prior to the end of any applicable subscription term to which such Subscription Fees apply, or for locations that may be removed prior to any monthly anniversary date. Subscription Fees will be charged to the payment method provided by Merchant at Registration. Failure to keep such payment method details current and accurate may result in Yiftee's failure to collect Subscription Fees and may result in the suspension or termination of Merchant's account. In certain cases, Merchant may enter into this Agreement in connection with a number of services offered by an independent services organization ("ISO") or merchant services provider ("MSP"), in which case, if agreed by Yiftee, Subscription Fees may be payable directly to the ISO or MSP (but it shall be considered a breach of this Agreement to not pay such amounts when due and payable). No ISO or MSP is a party to or third-party beneficiary of this

Agreement. Yiftee or such ISO or MSP may waive or reduce Subscription Fees at its discretion but is under no obligation to do so. For example, Yiftee, an ISO, or an MSP may waive Subscription Fees for the first subscription term as a "trial period," but Merchant understands and agrees that such subscription will automatically begin at the end of the trial period and will renew as described herein and may carry a Subscription Fee upon the conclusion of such trial period and on each renewal thereafter.

Yiftee may, in its sole discretion and upon mutual agreement with Merchant, provide an alternative or supplement to Subscription Fees in the form of a Restocking Fee. The Restocking Fee will be applied to any promotional Voucher given by the merchant as part of a marketing campaign that has an expiration date (i.e., does not have infinite expiration). Upon expiration, the unused portion of an expired Voucher, less the stipulated Restocking Fee, will be returned to the Merchant.

4.1 Merchant will receive payment for the authorized amount of redemption in connection with a Voucher only after the applicable Voucher has been redeemed for that amount; all payments to Merchant will be made via the applicable Voucher payment processor (the "Voucher Payment Processor") who processes payments to the merchant for redemption of ordinary MasterCard credit cards or another payment process as defined by Yiftee and its partners. Merchants accepting Vouchers which cannot be authorized in full for the amount of redemption will not receive remuneration for any unauthorized amount. Merchant must at all times be able to accept transactions made by the Voucher Payment Processor, and Merchant understands and agrees that it will not receive any payment in connection with Voucher or Vouchers if it is not able to do so. Yiftee has the right to dispute any forced overages charged by Merchant including those done as offline transactions. The interchange rate associated with CNP Virtual Voucher transactions and assessed to the merchant (or its merchant processor) will appear as and/or be assessed as US MasterCard Business World Elite Card Not Present transactions or another payment process as defined by Yiftee and its partners; and fees imposed or passed through to Merchant for merchant processing are determined by the Merchant's acquiring bank or processor. Note that for CNP Vouchers, Merchant is remunerated only upon redemption, not upon sale of the Voucher itself. For clarity, this Section 4.1 applies only to General-use Vouchers and Specific Vouchers, and not to zGifts.

4.2 Merchant shall bear and be responsible for any applicable federal, state, local, and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes) relating to the subject matter hereunder.

4.3 Merchant may elect to participate with Yiftee in one or more promotional programs allowing Merchant to purchase and send its Vouchers to individuals or groups of people or post Voucher availability on social media with the intent of driving more in-store revenue. If and when Merchant chooses to do so, for any Voucher that is given from Merchant itself, the following actions and payment terms to Yiftee apply, as well as all applicable terms in Yiftee's standard Terms of Use:

- Merchant will define promotional products and supply high quality photos and descriptions
- Merchant will create and fund its own Yiftee account with 100% of the total projected value (if any) of Vouchers to be given. Vouchers in excess of the amount of funds in Merchant's account will not be generated.
- Merchant agrees to pay Yiftee's standard eDelivery fee for all Vouchers sent.
- Yiftee reserves the right to charge implementation or consulting fees in the event that custom development work is necessary; payment is net 30 days. Any such fees will be quoted to Merchant in advance of work being done. Yiftee is under no obligation to provide such consulting and will do so in its sole discretion.
- Other payment processes are possible and will be agreed to between Merchant and Yiftee in advance of promotion launch.
- Merchant agrees that Vouchers sent by the Merchant are for award or promotional purposes only and may not be resold.

5. Compliance with Laws.

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

5.1 Without limiting the foregoing, Merchant will comply with all applicable laws with respect to the sending of text or SMS messages ("Texts") through the Services or otherwise in connection with Vouchers, including without limitation the CAN-SPAM Act of 2003, the Telephone Consumer Protection Act of 1991 (the "TCPA"), the Do-Not-Call Implementation Act, and any other similar or analogous anti-spam, data protection, or privacy legislation in any jurisdiction. In particular, Merchant acknowledges that the TCPA, generally prohibits (1) the making of telemarketing calls using an artificial or prerecorded voice to residential telephones without prior express consent; and (2) the making of any non-emergency call using an automatic telephone dialing system or an artificial or prerecorded voice to a wireless telephone number, in each case, without prior express consent. Merchant represents and warrants that the owners of the phone numbers to which Texts are sent have given prior express consent or otherwise opted-in to the receipt of such calls or messages as required by any applicable law or regulation. Merchant agrees it will include links to Yiftee's terms regarding the use of Texts, as well as clear opt-out/unsubscribe information in its Texts when required to do so by any applicable law or regulation and will otherwise include any required text or content for Texts that is provided by Yiftee, and honor any opt-out requests that Yiftee informs Merchant of. Yiftee's provision of required content to be included in Texts does not mean Yiftee will be responsible for Merchant's compliance with laws, nor does Merchant's inclusion of such content guarantee compliance with laws. If Merchant obtains an individual's phone number in connection with the Services or any Voucher, it will not send Texts to such phone number in connection with Vouchers, Yiftee, and/or the Services, except through the Services.

6. Term and Termination.

6.1 This Agreement will be in effect from the date agreed to by Merchant and continue until terminated by either party, in accordance with the provisions of this Section. This Agreement may be terminated: (i) by either party, immediately, if the other party is in material breach of any provision of this Agreement and such breach is not cured by the breaching party at the discretion of either party; (ii) by either party, immediately if the other party is judicially declared to be insolvent or commences any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law that is not dismissed within 90 days, or commences any dissolution or liquidation proceeding; (iii) by either party, immediately, for any reason. In the event of termination, Merchant must continue to honor all unexpired Vouchers unless Merchant has been advised that this will no longer be possible or permitted. For avoidance of doubt, Yiftee will not market or sell any Merchant Vouchers on the Services as of the effective date of termination.

6.2 All terms of this Agreement (except Yiftee's obligations in Section 1 and Merchant obligations to remunerate subscription fees to Yiftee as described in Section 4) will survive termination.

7. Use of Marks. Except as otherwise explicitly provided herein, neither party shall use the other party's names, trademarks, service marks or logos (collectively, "Marks") without the prior written consent of the other party. Yiftee may use Merchant's Marks on the Services and any services partnered or affiliated with Yiftee in connection with the provision or promotion of any Vouchers or in Yiftee's marketing and publicity materials. Merchant may use Official Yiftee Marks in its marketing materials, to promote the Services on Merchant's social media, on its website (including by linking to the Services) and other marketing programs. All Official Yiftee Marks must be used in the exact form they are provided by Yiftee, and use of the Official Yiftee Marks must at all times be in compliance with Yiftee's then-current trademark guidelines, (the "Trademark Guidelines"), which are incorporated herein by reference. The Trademark Guidelines are subject to change upon notice to Merchant.

8. Content License. If Merchant has provided Yiftee photos, images, text, data, or other materials or content (collectively, "Content"), Merchant hereby grants Yiftee a royalty-free, nonexclusive, worldwide, license to display, reproduce, distribute, modify, prepare derivative works of, perform, and otherwise use and exploit all Content in connection with the promotion and marketing of the Vouchers and the Services as long as this agreement is in effect.

9. Representations and Warranties.

9.1 Each party represents and warrants that (i) it has power and authority to enter this Agreement; (ii) the person executing this Agreement on behalf of a party has power and authority to bind such party to this Agreement; and (iii) its entry into and performance of this Agreement will not breach any contractual obligations with third parties.

9.2 Merchant represents and warrants: (i) it will honor the terms of all Vouchers therefor; (ii) it shall provide all customer support in connection with all Vouchers in a professional manner; (iii) it shall comply with all applicable laws, including but not limited to CAN-SPAM and TCPA, and shall not infringe the intellectual property or privacy or other right of any other person or entity with respect to the subject matter of this Agreement; and (iv) if applicable, it has all necessary rights to grant the license in Section 7 above, including the right to use the name, likeness, and identifying information of any identifiable person in the Content.

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

10. Warranty Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, YIFTEE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES OR ANY OF THE SERVICES AVAILABLE FROM YIFTEE IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION THE MANNER IN WHICH THE VOUCHER IS DISPLAYED ON THE SERVICES, AND YIFTEE HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SUBJECT MATTER UNDER THIS AGREEMENT, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

11. Confidentiality and Privacy. Merchant may receive business, technical, financial, or other information, materials, and/or ideas from Yiftee during the term of this Agreement, including aggregated, anonymized information about Users and details about each Voucher such as eDelivery Fees, number of Vouchers sold, revenue generated by a Voucher, and any applicable Subscription Fees ("Yiftee Confidential Information"). Merchant agrees to hold in confidence and not use or disclose (except as specifically allowed hereunder) the Yiftee Confidential Information. Yiftee has no obligation to provide any Confidential Information to Merchant beyond that needed for required accounting purposes, but Yiftee may, in its discretion, provide additional information to the Merchant. Yiftee may receive business, technical, financial, or other information, materials, and/or ideas from Merchant or Merchant's agent during the term of this Agreement, including without limitation details that identify the Merchant specifically when reported such as eDelivery Fees, number of Vouchers sold, and revenue generated by a Voucher ("Merchant Confidential Information"). Yiftee agrees to hold in confidence and not use or disclose (except as specifically allowed hereunder) the Merchant Confidential Information. Notwithstanding anything to the contrary, Yiftee may use and disclose personal information about Users (and only about Voucher purchasers who have agreed to the Yiftee terms and conditions, not Voucher recipients) only as described in the Yiftee privacy policy. If Merchant wishes to use information regarding a User for any reason other than fulfilling Merchant's obligations hereunder, it may do so in accordance with the following restrictions: (a) Merchant may only use the name and email address of the applicable User, and no other information whatsoever, for the sole purpose of marketing Merchant's products and services to such User and for no other purpose whatsoever (including marketing any products or services offered by

other entities), (b) Merchant must provide such User an opportunity to opt-out of any further communications with Merchant in the first (and all subsequent) communications with such User, and without limiting the foregoing, must comply with all applicable privacy laws in connection with use of such User's name and contact information, including without limitation CAN-SPAM and the California Consumer Privacy Act (CCPA), (c) Merchant will not disclose such User information (or any other User information) to any third party, (d) Merchant will not make copies of this information and will rely solely on the information on their Yiftee portal and Yiftee may delete this information at any time for any reason. Further Merchant will honor any request by Yiftee or a User to delete permanently all User information from their systems from specific Users or all Users, and (e) Merchant assumes all responsibility and liability for their use of User information.

12. Indemnity. Merchant will indemnify and hold Yiftee, MasterCard and each of the other Voucher Payment Processors and each of their its parents, subsidiaries, affiliates, officers, and employees, respectively, harmless (including, without limitation, from all damages, fines, refunds, injuries, interest, expenses, liabilities, settlements, costs and attorneys' fees) from any claim or demand made by Merchant or any third party (including without limitation any User) directly or indirectly due to or arising out of (a) content and fulfillment of any Vouchers and listings of Vouchers; (b) Merchant's breach of any of its warranties or obligations under this Agreement; (c) the operation or content of Merchant's website; (d) Merchant's actual or alleged violation or infringement of any intellectual property or privacy rights of any third-party; and (e) the quality, legitimacy or legality of any product, service or other thing that is the subject of a Voucher, or any consumer dispute concerning any matter relating thereto (each, a "Merchant Claim").

13. Limitation of Liability.

IN NO EVENT SHALL YIFTEE OR ITS SUPPLIERS OR AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE WITH RESPECT TO THE SERVICES OR ANY SERVICES PROVIDED BY YIFTEE OR THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE GREATER OF (A) $500 OR (B) THE FEES PAID TO MERCHANT BY THE APPLICABLE VOUCHER PAYMENT PROCESSOR IN CONNECTION WITH THE VOUCHERS OFFERED PURSUANT TO THIS AGREEMENT, DURING THE TWELVE MONTH PERIOD PRECEDING THE APPLICABLE CLAIM; (II) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (III) FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR (IV) FOR ANY MATTER BEYOND YIFTEE'S REASONABLE CONTROL. YOU ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL MASTERCARD OR ANY OTHER VOUCHER PAYMENT PROCESSOR AND/OR ITS OR THEIR SERVICE PROVIDERS BE LIABLE TO YOU WITH RESPECT TO THE PERFORMANCE OR NON¬PERFORMANCE OF, OR THE ABILITY OR INABILITY TO ACCESS AND USE THE YIFTEE SERVICE. TO THE EXTENT PERMITTED BY LAW, AND THE LIABILITY OF MASTERCARD AND ANY OTHER VOUCHER PAYMENT PROCESSOR

AND ANY OF THEIR SERVICE PROVIDERS, COLLECTIVELY, IN RELATION TO ANY TRANSACTION IS LIMITED IN THE AGGREGATE TO ZERO DOLLARS ($0).

14. Miscellaneous. The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. Yiftee shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Yiftee's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Merchant except with Yiftee's prior written consent. Yiftee may transfer, assign or delegate this Agreement and its rights and obligations without consent. You agree that MasterCard is a third-party beneficiary of this Agreement [for the purposes of exercising any of its rights expressly set forth hereunder]. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of law's provisions thereof. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in Santa Clara County, California, using the English language in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Streamlined Arbitration Rules and Procedures of JAMS. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in the Northern District of California. Both parties agree that, except as otherwise provided herein, this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Merchant does not have any authority of any kind to bind Yiftee in any respect whatsoever.

Last updated: November 14, 2023