

**PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.**

### **Terms of Use**

Effective date: December 5, 2017

Welcome to Yiftee. Please read on to learn the rules and restrictions that govern your use of our website(s), products, services and applications (the “Services”). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at [support@yiftee.com](mailto:support@yiftee.com), (650) 564-4438 or 565 Middlefield Rd., Building 108, Suite 200, Menlo Park, CA 94025.

These Terms of Use (the “Terms”) are a binding contract between you and Yiftee, Inc. (“Yiftee,” “we” and “us”). You must agree to and accept all of the Terms, or you don’t have the right to use the Services. Your using the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, as well as those in the [SMS Terms and Conditions](#), [Privacy Policy](#) and [Copyright Dispute Policy](#).

#### **Will these Terms ever change?**

We are constantly trying to improve our Services, so these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the [www.yiftee.com](http://www.yiftee.com) website, by sending you an email, and/or by some other means.

If you don’t agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

#### **What about my privacy?**

Yiftee takes the privacy of its users very seriously. For the current Yiftee Privacy Policy, please click [here](#).

The Children’s Online Privacy Protection Act (“COPPA”) requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. We do not knowingly collect or solicit personally identifiable information from children under 13; if you are a child under 13, please do not attempt to register for the Services or send any personal information about yourself to us. If we learn we have collected personal information from a child under 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us at [support@yiftee.com](mailto:support@yiftee.com).

#### **What are the basics of using Yiftee?**

You may be required to sign up for an account, and select a password and user name (“Yiftee User ID”). You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your Yiftee User ID a name that you don’t have the right to use, or another person’s name with the intent to impersonate that person. You may not transfer your account to anyone

else without our prior written permission. If you access the Service through a third party site or service, we may require your Yiftee User ID be the same as your user name on the third party site, and you consent to have your third party site account information transmitted into your Yiftee account.

You represent and warrant that you are an individual of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf). If you're agreeing to these Terms on behalf of an organization or 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 (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity).

You will only use the Services for your own internal, personal use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services in any way that breaks the law.

You will not share your account or password with anyone, and you must protect the security of your account and your password. You're responsible for any activity associated with your account.

**Your use of the Services is subject to the following additional restrictions:**

You represent, warrant, and agree that you will not contribute any Content or User Submission (each of those terms is defined below) or otherwise use the Services or interact with the Services in a manner that:

- (a) Infringes or violates the intellectual property rights or any other rights of anyone else (including Yiftee);
- (b) Violates any law or regulation, including any applicable export control laws;
- (c) Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- (d) Jeopardizes the security of your Yiftee account or anyone else's (such as allowing someone else to log in to the Services as you);
- (e) Attempts, in any manner, to obtain the password, account, or other security information from any other user;
- (f) Violates the security of any computer network, or cracks any passwords or security encryption codes;
- (g) Runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- (h) "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- (i) Copies or stores any significant portion of the Content;
- (j) Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.
- (k) Employs a payment method using stolen, fraudulently obtained, counterfeit, or otherwise illegitimately obtained financial means to finance a Yiftee transaction of any kind.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

**What are my rights in Yiftee?**

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions, and so forth (all of the foregoing, the “Content”) are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else’s (including Yiftee’s) rights.

You understand that Yiftee owns the Services. You won’t modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services.

The Services may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn’t mean that all the restrictions above don’t apply – they do!

### **Do I have to grant any licenses to Yiftee or to other users?**

Anything you post, upload, share, store, or otherwise provide through the Services is your “User Submission.” Some User Submissions are viewable by other users. In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our [Privacy Policy](#) to the extent they relate to User Submissions that are also your personally-identifiable information.

You hereby grant Yiftee a license to translate, modify (for technical purposes, for example making sure your content is viewable on an iPhone as well as a computer), edit (for example, to correct typographical errors or to delete material Yiftee, in its sole discretion, deems objectionable), and reproduce and otherwise act with respect to User Submissions, in each case to enable us to operate the Services. Yiftee is under no obligation to display or use any User Submission and will do so in its sole discretion.

You grant Yiftee a license to display, perform, and distribute your User Submissions for the purpose of making that User Submission accessible to any or all Yiftee users and providing the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that User Submission in connection with the Services and/or otherwise in connection with Yiftee’s business for any purpose. Also, you grant all other users of the Services a license to access that User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

You agree that the licenses you grant are royalty-free, perpetual, sublicenseable, irrevocable, and worldwide, provided that when you delete your Yiftee account, we will stop displaying your User Submissions to other users (if applicable), but you understand and agree that it may not be possible to completely delete that content from Yiftee’s records, and that your User Submissions may remain viewable elsewhere to the extent that they were copied or stored by other users or to the extent that Yiftee deems removing a User Submission to be impractical or harmful to the function of the Services.

Finally, you understand and agree that Yiftee, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

### **What if I see something on the Services that infringes my copyright?**

You may have heard of the Digital Millennium Copyright Act (the “DMCA”), as it relates to online service providers, like Yiftee, being asked to remove material that allegedly violates someone’s copyright. We respect others’ intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers; to review our complete Copyright Dispute Policy and learn how to report potentially infringing content, click [here](#). To learn more about the DMCA, click [here](#).

### **Who is responsible for what I see and do on the Services?**

Any information or content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk, and we aren’t liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can’t guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Services. If the information you provide to Yiftee becomes obsolete, Yiftee may not be able to contact you (for example, to provide a refund pursuant to these Terms). You are solely responsible for any failure to maintain accurate registration information.

The Services may contain links or connections to third party websites or services that are not owned or controlled by Yiftee. When you access third party websites or use third party services, you accept that there are risks in doing so, and that Yiftee is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

Yiftee has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Services. In addition, Yiftee will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

Your interactions with organizations and/or individuals 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 you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Yiftee 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 participants on this site, or between users and any third party, you agree that Yiftee is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Yiftee, its officers, employees, agents, and successors from claims, demands, and damages 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 Services. If you are a California resident, you shall and hereby do 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 or her favor at the time of

executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor."

### **Will Yiftee ever change the Services?**

We're always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

### **Does Yiftee cost anything?**

Yiftee offers both Vouchers and zGifts (collectively, "Gifts"), each of which are described in more detail below.

**Vouchers.** Yiftee offers virtual gift vouchers for purchase through the Service ("Vouchers") for use at certain merchants ("Merchants") to be given as a gift to your friends and business contacts ("Recipients," to whom these Terms also apply) via social networking websites (such as Facebook and Twitter), email and/or text message. You may also receive Vouchers directly from Merchants through these channels. In this section, we may refer to you as either a purchaser of a Voucher ("Purchaser") or a Recipient, as applicable. When purchasing a Voucher, the Purchaser will pay the value for which the Voucher may be redeemed ("Gift Value") plus applicable processing, delivery and transaction fees less any non-refundable discount where applicable. Vouchers may be used in exchange for goods or services at Merchants' places of business, in accordance with the terms of each Voucher. The Merchant, not Yiftee, is the seller of the goods and services for which a Voucher may be redeemed and is solely responsible for redeeming any Voucher you purchase. As a Recipient, you may be informed that you have been gifted a Voucher by text, email, through Facebook or Twitter, and/or by presentation of a printed version of the Voucher. When you claim your Voucher, it will be provided in the form of either a multi-use virtual gift voucher from MasterCard or another payment processor, or as a multi-use prepaid gift card. You can present your Voucher at Merchant's places of business (in accordance with the terms of each Voucher and the terms herein) for redemption.

If a Voucher is unredeemed (or partially redeemed but there is any portion of Gift Value remaining in such Gift as of the "use by" date), the remaining, refundable unredeemed portion of the remaining value will be refunded to the Purchaser, which amount can be used to purchase other Vouchers); if you are a Purchaser of a Voucher and would prefer to receive a refund by check rather than a credit to your Yiftee account, please contact us at [support@yiftee.com](mailto:support@yiftee.com). If a Voucher has not been redeemed and has not been selected for viewing at all prior to the "use by" date (i.e., no portion of the Voucher has been redeemed by Recipient), Recipient may be given the option of asking Yiftee to donate the refundable amount of the Gift Value to charity. If the Recipient does not elect this donation option (when available), any remaining refundable Gift Value will be automatically refunded to the Purchaser in cash or credit, pursuant to the preference indicated in the manner described above. If you have not used credit in your Yiftee account (i.e., credit that was refunded to you, as a Purchaser, as a result of unredeemed Gift Value) for a certain period of time after it was refunded to you, applicable law may require Yiftee to remit some or all of such credit to the state in which you are located or the state in which Yiftee is incorporated. Accordingly, please remember to use such credit in a timely manner. You release Yiftee from all liability in connection with its compliance with such laws.

**zGifts.** Yiftee also offers virtual zGifts, which Merchants may provide to Recipients for use at these Merchants' establishments. zGifts are similar to Vouchers, but zGifts do not carry any Gift Value – instead, zGifts act like coupons. For example, a Recipient may receive a zGift from a Merchant that entitles the Recipient to obtain a free good or service from that Merchant, or that entitles a Recipient to 50% off of his or her purchase from that Merchant. A Merchant may provide a Recipient with access to a zGift via social networking websites (such as Facebook and Twitter), email and/or text message. As described above with respect to Vouchers, the Merchant, not Yiftee, is the seller of the goods and services for which a zGift may be redeemed and is solely responsible for redeeming any zGift you purchase.

Please note that unlike Vouchers, if a zGift expires (as described in more detail below), no refund is due to the Recipient or the Purchaser whatsoever (via cash, credit, or otherwise).

**All Gifts.** The terms of redemption for each Gift may vary from Merchant to Merchant and any restrictions that apply to the use of such Gift (which may include, without limitation, whether the Gift can be redeemed only for a specific product, whether the Gift can only be redeemed at a particular Merchant location, whether a Voucher can be redeemed incrementally or must be used all at once, and whether the Gift has an expiration date) will be noted at the time of purchase. Gifts are void where prohibited by law.

**Merchant is solely responsible for any and all damages, claims, losses, and costs suffered by you (as Purchaser or Recipient) in connection with the redemption of any Gift.**

Some Gifts may carry expiration dates; for example, many of our Gifts require use within 90 days of sending a Gift to a Recipient. These expiration dates indicate the last date Recipient can use the Gift at a Merchant.

Some Gifts are admission tickets to one-time events and/or convey a reservation. For example, we may offer a Gift for a wine tasting event that will only run for two weeks or a concert for single night. These Gifts can only be redeemed on or during the applicable date or dates, and neither the Purchaser nor the Recipient will receive any cash refund, Yiftee credit or Merchant credit from a Merchant if Recipient does not redeem such a Gift on or during the appropriate date or dates. If a Gift is a one-time admission ticket, such term will be noted at the time of purchase.

### **What do I need to know about the use of text messages within the Services?**

For more information about how Yiftee and Merchants use text messaging to communicate with you, please see our [SMS Terms and Conditions](#).

### **What if I want to stop using Yiftee?**

You're free to do that at any time, by following the directions on the Services; please refer to our [Privacy Policy](#), as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services.

Yiftee is also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including your breach of these Terms. Yiftee has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account. If your account is terminated, you may lose the ability to access and/or use any Gifts or refunded credit in your Yiftee account.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

### **I use the Yiftee App available via the Apple App Store – should I know anything about that?**

These Terms apply to your use of all the Services, including the iPhone, iPod Touch, and iPad applications available via the Apple, Inc. (“Apple”) App Store (the “Application”), but the following additional terms also apply to the Application:

- (a) Both you and Yiftee acknowledge that the Terms are concluded between you and Yiftee only, and not with Apple, and that Apple is not responsible for the Application or the Content;
- (b) The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;
- (c) You will only use the Application in connection with an Apple device that you own or control;
- (d) You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- (e) In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple’s sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
- (f) You acknowledge and agree that Yiftee, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
- (g) You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party’s intellectual property rights, Yiftee, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- (h) You represent and warrant that you are 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 you are not listed on any U.S. Government list of prohibited or restricted parties;
- (i) Both you and Yiftee acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and
- (j) Both you and Yiftee acknowledge and agree that Apple and Apple’s subsidiaries are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof.

### **What else do I need to know?**

**Warranty Disclaimer.** Yiftee has no special relationship with or fiduciary duty to you. Neither Yiftee nor its licensors or suppliers makes any representations or warranties concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided “AS IS” and without any warranty of any kind from Yiftee or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product). THE SERVICES AND CONTENT ARE PROVIDED BY YIFTEE (AND ITS LICENSORS AND SUPPLIERS) ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**Limitation of Liability.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL YIFTEE (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO YIFTEE IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (III) ANY MATTER BEYOND OUR REASONABLE CONTROL. YOU ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL MASTERCARD OR OTHER PAYMENT PROCESSOR USED BY YIFTEE 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 SERVICE. TO THE EXTENT PERMITTED BY LAW, THE LIABILITY OF MASTERCARD OR OTHER PAYMENT PROCESSOR USED BY YIFTEE OR ITS OR THEIR SERVICE PROVIDERS, COLLECTIVELY, IN RELATION TO ANY TRANSACTION IS LIMITED IN THE AGGREGATE TO ZERO DOLLARS (\$0). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

**Indemnity.** To the fullest extent allowed by applicable law, you agree to indemnify and hold Yiftee, MasterCard, and any other payment processor used by Yiftee, its and their affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys’ fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms.

**Assignment.** You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Yiftee’s prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

**Choice of Law; Arbitration.** These Terms are governed by and will be construed under the laws of the State of California, without regard to the conflicts of laws provisions thereof. Any dispute arising from or

relating to the subject matter of these Terms shall be finally settled in Santa Clara County, California, in English, 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 such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, Santa Clara County, California, or the Northern District of California.

*Miscellaneous.* You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that the Yiftee may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Yiftee agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Yiftee, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Yiftee, and you do not have any authority of any kind to bind Yiftee in any respect whatsoever. Except as expressly set forth in the section above regarding the Apple Application, you and Yiftee agree there are no third party beneficiaries intended under these Terms.