



Local Affiliate Agreement

Giverrang Inc. (“Giverrang”, “we”, “us”, or “our”) a Delaware corporation with a principal address of 26 Buckingham Street, Bristol, CT 06010 works with organizations and persons (“Affiliates”, “you”, or “your”) to sell Community Gift Cards (“Cards”) to Purchasers to give as a gift or promotion to Recipients.

Any person or entity that participates in our Affiliate Program must accept this Program Operating Agreement (this “Agreement”) without change. By registering for or being approved as an Affiliate you agree to this Agreement in full, including the Program Policies (defined in Section 12), and other Giverrang Terms & Conditions ([Website Terms](#), [Privacy Policy](#)). Whenever used in this Agreement, the terms “include(s)”, “including”, and “for example” are used and intended without limitation.

Definitions:

Card: Prepaid instrument loaded with a specific amount of money.

Program: Community Gift Card program, which is a set of Merchants defined by the Program Coordinator(s) who identify which Merchants are approved to accept a Program’s Card. Program also includes associated websites, apps, systems, materials, and support.

Program Coordinator: Giverrang, an organization, or person that determines which Merchants to include in the program, and markets the program to the community.

Affiliate: An organization or person who shares a Special Link provided by Giverrang for a Program(s) and earns a commission each time a sale is made.

Your Site: Any marketing channels by which an Affiliate advertises the Program and Card

Merchant: A business or organization approved to accept a Card.

Purchaser: Person or legal entity that purchases a Card.

Recipient: Person or legal entity that receives a Card.



1. Description of the Affiliate Program

The Affiliate Program permits you to monetize the sharing of Program specific links (“Special Links”) that allow Giverrang to credit the Affiliate as referred Purchasers buy Cards through your link. The links must properly use the special “tagged” link formats we provide and comply with this Agreement.

When our customers click through the Special Link to purchase a Card or take other actions, you can receive commission income for qualifying purchases. In order to assist your advertisement of a Program Card, we may make available to you data, images, text, link formats, widgets, links, marketing content, and other linking tools, application program interfaces, and other information in connection with the Affiliate Program (“Program Content”). Program Content specifically excludes any data, images, text, or other information or content relating to product offerings on any site other than the Program Site.

2. Compliance Requirements

You must comply with this Agreement to participate in the Affiliate Program and receive commission income. You must promptly provide us with any information that we request to verify your compliance with this Agreement.

If you violate this Agreement, or if you violate terms and conditions of any other applicable Giverrang agreement, then, in addition to any other rights or remedies available to us, we reserve the right to permanently (to the extent permitted by applicable law) cease payment of (and you agree you will not be eligible to receive) any and all commission income otherwise payable to you under this Agreement, whether or not directly related to such violation without notice and without prejudice to any right of Giverrang to recover damages in excess of this amount.

3. Customer Clarity

All Purchasers and Recipients are to be considered Giverrang customers and are not, by virtue of your participation in the Affiliate Program, your customers. As between you and us, all pricing, terms of sale, rules, policies, and operating procedures concerning Purchaser orders, customer service, and product sales set forth on the Program Site will apply to those customers and may be changed at any time. You will not handle or have any contact with any of our customers, and, if you are contacted by any of our customers for a matter relating to a Program Site, you will refer those customers to contact Giverrang by following the contact directions on the Program Site to address customer service issues.

4. Warranties

You represent, warrant, and covenant that (a) you will participate in the Affiliate Program and create, maintain, and operate in accordance with this Agreement, (b) your participation in the Affiliate Program will not violate any applicable laws, ordinances, rules, regulations, orders, licenses, permits, guidelines, codes of practice, industry standards, self-regulatory rules,



judgments, decisions, or other requirements of any governmental authority that has jurisdiction over you (including all such rules governing communications, data protection, advertising, and marketing), (c) you are lawfully able to enter into contracts (e.g. you are not a minor or otherwise legally prevented from contracting), (d) you have independently evaluated the desirability of participating in the Affiliate Program and are not relying on any representation, guarantee, or statement other than as expressly set forth in this Agreement, (e) you will not participate in the Affiliate Program or use any other Program offerings if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you are using any Program offering; (f) you will comply with all U.S. export and re-export restrictions, and applicable non-US export and re-export restrictions consistent with U.S. law, that may apply to goods, software, technology and services, and (g) the information you provide in connection with the Affiliate Program is accurate and complete at all times. You can update your information by logging into your account on the Affiliate Site and selecting “Account Settings”.

We do not make any representation, warranty, or covenant regarding the amount of traffic or commission income you can expect at any time in connection with the Affiliate Program, and we will not be liable for any actions you undertake based on your expectations.

5. Identifying Yourself as an Affiliate

You must clearly and prominently state the following, or any substantially similar statement on Your Site or any other location where Giverrang may authorize your display or other use of Program Content: “As an Affiliate I earn from qualifying purchases.” Except for this disclosure, unless required by applicable law, you will not make any public communication with respect to this Agreement or your participation in the Affiliate Program without our advance written permission. You will not misrepresent or embellish our relationship with you (including by expressing or implying that we employ, support, sponsor, or endorse you), or express or imply any affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.

6. Term and Termination

The term of this Agreement will begin upon your registration for or use of the Affiliate Program including receiving a Special Link. Either you or we may terminate this Agreement at any time, with or without cause (automatically and without recourse to the courts, if permitted under applicable law), by giving the other party written notice of termination provided that the effective date of such termination will be 7 calendar days from the date notice is provided. You can provide termination notice by emailing affiliate@giverrang.com or calling 860-506-5822.

In addition, we may terminate this Agreement or suspend your account immediately upon written notice to you for any of the following: (a) you are in material breach of this Agreement, (b) you otherwise fail to cure within 7 days of our notice to you regarding any other breach of this Agreement (including any Program Policy); (c) we believe that we may face potential claims or liability in connection with your participation in the Affiliate Program; (d) we believe that our



brand or reputation may be tarnished by you or in connection with your participation in the Affiliate Program; (e) your participation in the Affiliate Program has been used for deceptive, fraudulent or illegal activity; (f) we believe that we are or may become subject to tax collection requirements in connection with this Agreement or the activities performed by either party under this Agreement; (g) we have previously terminated this Agreement (or suspended your account) with respect to you or other persons that we determine are affiliated with you or acting in concert with you for any reason, or (h) we have terminated the Affiliate Program as we generally make it available to participants. For the avoidance of doubt, and without limitation for purposes of the foregoing subsection (a) any violation of Section 5 and as specified in the Program Policies will be deemed a material breach of this Agreement.

We may hold accrued unpaid commission income for a reasonable period of time following termination to ensure that the correct amount is paid (for example, to account for any cancellations or returns).

Upon any termination of this Agreement, all rights and obligations of the parties will be extinguished, including any and all licenses granted in connection with this Agreement, except that the rights and obligations of the parties under Sections 3, 4, 5, 6, 7, 8, 10, and 11 of this Agreement and as specified in the Program Policies, together with any payable but unpaid payment obligations under this Agreement, will survive the termination of this Agreement. No termination of this Agreement will relieve either party for any liability for any breach of, or liability accruing under, this Agreement prior to termination.

7. Disclaimers

THE AFFILIATE PROGRAM, THE PROGRAM SITE, ANY PRODUCTS AND SERVICES OFFERED ON THE PROGRAM SITE, ANY SPECIAL LINKS, LINK FORMATS, CONTENT, PROGRAM ADVERTISING CONTENT, OUR AND OUR AFFILIATES' DOMAIN NAMES, TRADEMARKS AND LOGOS (INCLUDING THE PROGRAM MARKS), AND ALL TECHNOLOGY, SOFTWARE, FUNCTIONS, MATERIALS, DATA, IMAGES, TEXT, AND OTHER INTELLECTUAL PROPERTY RIGHTS, INFORMATION AND CONTENT PROVIDED OR USED BY OR ON BEHALF OF US OR OUR AFFILIATES OR LICENSORS IN CONNECTION WITH THE AFFILIATE PROGRAM (COLLECTIVELY THE "PROGRAM OFFERINGS") ARE PROVIDED "AS IS" AND "AS AVAILABLE". NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICE OFFERINGS. WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICE OFFERINGS, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF ANY LAW, CUSTOM, COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. WE MAY DISCONTINUE ANY SERVICE OFFERING, OR MAY CHANGE THE NATURE, FEATURES, FUNCTIONS, SCOPE, OR OPERATION OF ANY SERVICE OFFERING, AT ANY TIME AND FROM TIME TO TIME. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS



WARRANT THAT THE SERVICE OFFERINGS WILL CONTINUE TO BE PROVIDED, WILL FUNCTION AS DESCRIBED, CONSISTENTLY OR IN ANY PARTICULAR MANNER, OR WILL BE UNINTERRUPTED, ACCURATE, ERROR FREE, OR FREE OF HARMFUL COMPONENTS. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR (A) ANY ERRORS, INACCURACIES, VIRUSES, MALICIOUS SOFTWARE, OR SERVICE INTERRUPTIONS, INCLUDING POWER OUTAGES OR SYSTEM FAILURES OR (B) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF, OR DELETION, DESTRUCTION, DAMAGE, OR LOSS OF, YOUR SITE OR ANY DATA, IMAGES, TEXT, OR OTHER INFORMATION OR CONTENT. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US OR FROM ANY OTHER PERSON OR ENTITY OR THROUGH THE SERVICE OFFERINGS WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH (X) ANY LOSS OF PROSPECTIVE PROFITS OR REVENUE, ANTICIPATED SALES, GOODWILL, OR OTHER BENEFITS, (Y) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH YOUR PARTICIPATION IN THE AFFILIATE PROGRAM, OR (Z) ANY TERMINATION OR SUSPENSION OF YOUR PARTICIPATION IN THE AFFILIATE PROGRAM. NOTHING IN THIS SECTION 7 WILL OPERATE TO EXCLUDE OR LIMIT WARRANTIES, LIABILITIES, OR REPRESENTATIONS THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

8. Limitations on Liability

NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, GOODWILL, USE, OR DATA ARISING IN CONNECTION WITH THE PROGRAM OFFERINGS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING IN CONNECTION WITH THE PROGRAM OFFERINGS WILL NOT EXCEED THE TOTAL COMMISSION INCOME PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE MOST RECENT CLAIM OF LIABILITY OCCURRED. YOU HEREBY WAIVE ANY RIGHT OR REMEDY IN EQUITY, INCLUDING THE RIGHT TO SEEK SPECIFIC PERFORMANCE, INJUNCTIVE OR OTHER EQUITABLE RELIEF IN CONNECTION WITH THIS AGREEMENT. NOTHING IN THIS PARAGRAPH WILL OPERATE TO LIMIT LIABILITIES THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

9. Indemnification

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL HAVE NO LIABILITY FOR ANY MATTER DIRECTLY OR INDIRECTLY RELATING TO THE CREATION, MAINTENANCE, OR OPERATION OF YOUR SITE (INCLUDING YOUR USE OF ANY PROGRAM OFFERING) OR YOUR VIOLATION OF THIS AGREEMENT, AND YOU AGREE



TO DEFEND, INDEMNIFY, AND HOLD US, OUR AFFILIATES AND LICENSORS, AND OUR AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES) RELATING TO (A) YOUR SITE OR ANY MATERIALS THAT APPEAR ON YOUR SITE, INCLUDING THE COMBINATION OF YOUR SITE OR THOSE MATERIALS WITH OTHER APPLICATIONS, CONTENT, OR PROCESSES, (B) THE USE, DEVELOPMENT, DESIGN, MANUFACTURE, PRODUCTION, ADVERTISING, PROMOTION, OR MARKETING OF YOUR SITE OR ANY MATERIALS THAT APPEAR ON OR WITHIN YOUR SITE, (C) YOUR USE OF ANY PROGRAM OFFERING, WHETHER OR NOT SUCH USE IS AUTHORIZED BY OR VIOLATES THIS AGREEMENT OR APPLICABLE LAW, (D) YOUR VIOLATION OF ANY TERM OR CONDITION OF THIS AGREEMENT (INCLUDING ANY PROGRAM POLICY), (E) YOUR TAXES AND DUTIES OR THE COLLECTION, PAYMENT, OR FAILURE TO COLLECT OR PAY YOUR TAXES OR DUTIES, OR THE FAILURE TO MEET TAX REGISTRATION OBLIGATIONS OR DUTIES, OR (F) YOUR OR YOUR EMPLOYEES' OR CONTRACTORS' NEGLIGENCE OR WILLFUL MISCONDUCT. WE OR OUR NOMINEE MAY TAKE LEGAL ACTION AND PERFORM ANY PROCEDURAL ACT ON BEHALF OF ANY PROGRAM PARTY, INCLUDING THROUGH SPECIAL MANDATE, TO EXERCISE OR DEFEND A LEGAL CLAIM OR FOR THE PROTECTION OF RIGHTS, INCLUDING FOR THE PURPOSE OF ENFORCING THIS SECTION.

10. Governing Law and Disputes

Any dispute relating in any way to the Affiliate Program or this Agreement (including any actual or alleged breach hereof), any transactions or activities under this Agreement, or your relationship with us or any of our affiliates will be subject to the governing law and disputes provision for the applicable Program set forth in Schedule 2.

11. Taxes

Any taxes and related obligations relating in any way to the Affiliate Program or this Agreement (including any actual or alleged breach hereof), any transactions or activities under this Agreement, or your relationship with us or any of our affiliates will be subject to the tax provision for the applicable Program Site set forth on Schedule 3.

12. Additional Provisions

We may send you emails relating to the Affiliate Program from time to time. In addition we may (a) monitor, record, use, and disclose information about Your Site and users of Your Site that we obtain in connection with your display of Special Links and Program Content (for example, that a particular Program customer clicked through a Special Link from Your Site before buying a Card on the Program Site), (b) review, monitor, crawl, and otherwise investigate Your Site to verify compliance with this Agreement, and (c) use, reproduce, distribute, and display your logo and implementation of Program Content displayed on Your Site as examples of best practices in



our educational materials. For information on how we process personal information, please see the relevant Giverrang Privacy Notice as set forth in Schedule 4.

You acknowledge and agree that (a) we and our associates may at any time (directly or indirectly) solicit traffic on terms that may differ from those contained in this Agreement, (b) we and our associates may at any time (directly or indirectly) operate sites or applications that are similar to or compete with Your Site, (c) our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement, and (d) any determinations or updates that may be made by us, any actions that may be taken by us, and any approvals that may be given by us under this Agreement can be made, taken, or given in our sole discretion and are only effective if provided in writing by our authorized representative.

You may not assign this Agreement, by operation of law or otherwise, without our express prior written approval. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.

This Agreement incorporates, and you agree to comply with, the most up-to-date version of all policies, appendices, specifications, guidelines, schedules, and other rules referenced in this Agreement and any other policies that apply to tools, subprograms, and features made available to you under the Affiliate Program (“Program Policies”), including any updates of the Program Policies from time to time. In the event of any conflict between this Agreement and any Program Policy, this Agreement will control. In the event of a conflict between this Agreement and your agreement with a Program Affiliate under a separate Program marketing program that agreement will control with respect to such separate Program. This Agreement (including the Program Policies) is the entire agreement between you and us regarding the Affiliate Program and supersedes all prior agreements and discussions.

Any information relating to Giverrang or any of its associates that we provide or make accessible to you in connection with the Affiliate Program that is not known to the general public or that reasonably should be considered to be confidential is Giverrang’s “Confidential Information” and will remain Giverrang’s exclusive property. You will use Confidential Information only to the extent reasonably necessary for your performance under this Agreement and ensure that all persons or entities who have access to Confidential Information in connection with your account will be made aware of and will comply with the obligations in this provision. You will not disclose Confidential Information to any third party (other than your associates bound by confidentiality obligations) and you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement. This restriction will be in addition to the terms of any confidentiality or non-disclosure agreement between the parties and will apply for the term of the Agreement and 5 years after termination.

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and us or our respective associates. You will have no authority to make or accept



any offers or representations on our or our associates behalf. If you authorize, assist, encourage, or facilitate another person or entity to take any action related to the subject matter of this Agreement, you will be deemed to have taken the action yourself.

Notwithstanding anything to the contrary herein, nothing in this Agreement will, or will be interpreted or construed to, induce or require any party hereto to act in any manner (including taking or failing to take any actions in connection with a transaction) which is inconsistent with or penalized under any U.S. laws, regulations, rules or requirements that apply to any party to this Agreement.

13. Modification

We reserve the right to modify any of the terms and conditions contained in this Agreement at any time and in our sole discretion by posting a change notice, revised Agreement, or revised Program Policy on Giverrang's, or Program Site or by sending notice of such modification to you by email to the primary email address then-currently associated with your Affiliate account. The effective date of such change will be the date specified, which other than increased Standard Commission and Special Commission will be no less than two business days from the date the notice is provided. YOUR CONTINUED PARTICIPATION IN THE AFFILIATE PROGRAM FOLLOWING THE EFFECTIVE DATE OF SUCH CHANGE WILL CONSTITUTE YOUR ACCEPTANCE OF THE MODIFICATIONS. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 6.

SCHEDULES

Schedule 1: Giverrang Entity and Program Site

Giverrang Inc. located in the United States with a website address of giverrang.com

Schedule 2: Governing Law and Disputes

Any dispute relating in any way to the Affiliate Program or this Agreement will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law and the laws of the state of Connecticut, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and us.

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

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent, Corporation Service Company, Goodwin Square 225 Asylum Street, 20th Floor, Hartford, CT, 06103, United States. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by



calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, we will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Hartford County, Connecticut.

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

Notwithstanding anything to the contrary in this Agreement, we may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of our or any other person or entity's intellectual property or proprietary rights. You further acknowledge and agree that our rights in the Program Content are of a special, unique, extraordinary character, giving them peculiar value, the loss of which cannot be readily estimated or adequately compensated for in monetary damages.

Schedule 3: Tax Provision by Program Site

We may deduct or withhold any taxes that we may be legally obligated to deduct or withhold from any amounts payable to you under the Affiliate Program. From time to time, we may request tax information from you. If we request tax information from you and you do not provide it to us, we reserve the right (in addition to any other rights or remedies available to us) to hold your commission income until you provide this information or otherwise satisfy us that you are not a person from whom we are required to obtain tax information.

Schedule 4: Privacy Notice

See [Privacy Policy](#) of giverrang.com

Affiliate Program Policies



These Affiliate Program policies (“Program Policies”) are incorporated by reference in this Agreement and capitalized terms used in these Program Policies and not otherwise defined here will have the definitions provided in the Agreement. The rights and obligations of the parties under Sections 3 and 6 of the Affiliate Program Participation Requirements and Section 3 of the Affiliate Program IP License will survive the termination of the Agreement. For the avoidance of doubt and without limitation for purposes of Section 6(a) of the Agreement, any violation of the Affiliate Program Participation Requirements, the Affiliate Program IP License will be deemed a material breach of the Agreement.

Affiliate Program Commission Agreement (“Commission Agreement”)

1. Qualifying Purchases and Qualifying Revenue

We will pay Standard Commission Income described in Section 3 of this Commission Agreement in connection with “Qualifying Purchases”, which (subject to the exclusions described in this Commission Agreement) occur when:

- (a) a customer clicks through a Special Link on Your Site or other means of sharing (email, physical or virtual fliers) to a Program Site; and
- (b) during a single session, which is measured as beginning when a customer clicks through that Special Link and ending at whichever happens first: (x) 7 days (168 hours) elapse from that click, (y) the customer places an order for a Card(s), or (z) the customer clicks through a Special Link to a Program Site that is not your Special Link (a “Session”), the customer purchases a Card(s) by completing the order for that Card(s); and
- (c) the Card is shipped and/or emailed, and paid for by the Purchaser.

For each Qualifying Purchase, the corresponding “Qualifying Revenue” is equal to the amount we actually receive from that Qualifying Purchase, less any shipping charges, handling fees, gift-wrapping fees, taxes (e.g. sales tax and VAT), service charges, credits, rebates, credit card processing fees, and bad debt.

2. Disqualified Purchases

Notwithstanding the foregoing, Qualifying Purchases are disqualified whenever they occur in connection with a violation of this Commission Agreement or any other terms, conditions, specifications, statements, and policies that we may issue from time to time that apply to the Affiliate Program, including the most up-to-date version of this Agreement.

Further, the following purchases that would otherwise be Qualified Purchases are disqualified and excluded from the Affiliate Program:

- (a) any Card purchased after termination of your Agreement,
- (b) any Card order where a cancellation, return, or refund has been initiated,
- (c) any Card purchased by a customer who is referred to a Program Site through any advertisement that you purchased through participation in bidding or auctions on keywords, search terms, or other identifiers in relation to Giverrang and the Program.



- (d) any Card purchased by a customer who is referred to a Program Site by a link that is generated or displayed on a search engine (including Google, Yahoo, Bing, or any other search portal, sponsored advertising service, or other search or referral service, or any site that participates in such search engine's network) (a "Search Engine"),
- (e) any Card purchased by a customer who is referred to a Program Site by a link that sends users indirectly to a Program Site via an intermediate site, without requiring the customer to click on a link or take some other affirmative action on that intermediate site (a "Redirecting Link"),
- (f) any Card purchased by a customer, where such customer does not comply with the terms and conditions applicable to a Program Site,
- (g) any Card purchase that is not correctly tracked or reported because the links from Your Site to the relevant Program Site are not properly formatted,
- (h) any Card purchased through a Special Link in a Mobile Application that was not an Approved Mobile Application or where the Special Link in an Approved Mobile Application was not served by other linking tools that we make available to you,
- (i) any Card purchased as a subscription unless otherwise provided in the Agreement, and
- (k) any pre-release or pre-order Card that is not available on a Program Site.

3. Standard Commission

Subject to the limitations described in this Commission Agreement and compliance with the Agreement, we will pay you a standard commission income of \$1 for each Card sold through your Special Link. Commission Income is calculated as a portion of revenue to be shared based on Qualifying Revenue. Standard Commission Income may change at any time at the sole discretion of Giverrang. We will make best efforts to inform you of any such changes, and encourage you to periodically visit this Agreement to stay up-to-date.

4. Special Commission or Promotions

From time to time, we may run general special programs or promotions that may provide all or some Affiliates the opportunity to earn additional or alternative commission income ("Special Commission"). Giverrang reserves the right to discontinue or modify all or part of any special program or promotion at any time. Unless stated otherwise, all such special programs or promotions are subject to disqualifying exclusions substantially similar to those identified in Section 2 of this Commission Agreement, and any restriction under this Agreement applicable to a Card purchase will also apply on a substantially similar basis as restrictions for special programs or promotions.

The following Special Commission are currently available:
None currently.

Trade-In Program Terms and Conditions.

5. Commission Limitations



From time to time, we may impose limits on Affiliates' opportunity to earn Standard Commission or Special Commission. Giverrang reserves the right to discontinue or modify all or part of any limitation at any time.

6. Commission Reporting and Payment

We will use commercially reasonable efforts to accurately and comprehensively track Qualifying Purchases for the purposes of our internal tracking, and create and distribute to you our reports summarizing Standard Commission and Special Commission earned by you during that month.

We will pay Standard Commission and Special Commission in the default currency for a Program Site approximately 30 days following the end of each calendar month in which they were earned by the method described below that you have selected.

Option 1: Payment by Direct Deposit

We will directly deposit the commission income you earn into the bank account you designate, less delivery and processing fees, once you have provided us with the name of your bank, the account number, the name of the primary account holder as it appears on the account, and other requested identifying information (such as the ABA, IBAN or BIC number, if applicable). If you select this option, we reserve the right to hold commission income until the total amount due to you reaches the minimum of \$10.

Option 2: Payment by Local Gift Card

We will send you your choice of Card from the Program you select in the amount of the commission income you earn, less delivery and processing fees. You may choose from the gift card options (eGift or Plastic) available for the Program you select, and Giverrang will mail plastic Cards to the primary postal mail address or email eGift Cards to the email address on your Affiliate account. These Cards are subject to our then-current [Card Terms](#) and conditions. If you select this option, we reserve the right to hold commission income until the total amount due to you reaches the minimum of \$10.

Option 3: Payment by Check

We will send you a check in the amount of the commission income you earn once you have provided us with a physical address, less delivery and processing fees. If you select this option, we reserve the right to hold commission income until the total amount due to you reaches the minimum of \$10.

If you do not select or maintain valid information for a payment option, we may at our discretion pay you through another payment option or hold earned commission income until you make your selection or provide such information.

If at any time there has been no substantial activity on your account for at least 1 year then you will forfeit any unpaid accrued commission income.



Payments made to you, as reduced by all deductions or withholdings described in the Agreement, will constitute full payment and settlement to you of amounts payable under the Agreement.

If any excess payment has been made to you for any reason whatsoever, we reserve the right to adjust or offset the same against any subsequent commission income payable to you under the Agreement.

Affiliate Program Participation Requirements (“Participation Requirements”)

1. Enrollment and Eligibility

To begin the enrollment process, you must submit a complete and accurate Affiliate Program application. Your Site(s) must contain original content and be publicly available via the website address provided in the application. You must identify Your Site(s) in your application. We will evaluate your application and notify you of its acceptance or rejection. Your Site will not be eligible for inclusion in the Affiliate Program, and you cannot include any Special Links or Program Content on it, if Your Site is unsuitable. Unsuitable Sites include without limitation those that:

- (a) promote or contain sexually explicit or obscene materials,
- (b) promote violence or contain violent materials or promote, endorse or incite potentially dangerous or harmful acts,
- (c) promote or contain false, deceptive, libelous or defamatory materials,
- (d) promote or contain materials or activity that is hateful, harassing, harmful, invasive of another’s privacy, abusive, or discriminatory (including on the basis of race, color, sex, religion, nationality, disability, sexual orientation, or age),
- (e) promote or undertake illegal activities,
- (f) are directed toward children or knowingly collect, use, or disclose personal information from children under 13 years of age or other applicable age threshold (as defined by applicable laws and regulations); or violate any applicable laws, ordinances, rules, regulations, orders, licenses, permits, guidelines, codes of practice, industry standards, self-regulatory rules, judgments, decisions, or other requirements of any applicable governmental authority related to child protection (for example, if applicable, the Children’s Online Privacy Protection Act (15 U.S.C. §§ 6501-6506) or any regulations promulgated thereunder or the Children’s Online Protection Act);
- (g) include any trademark of Giverrang or its associates, or a variant or misspelling of a trademark of Giverrang or its associates in any domain name, subdomain name, in any “tag” or Affiliate ID, or in any username, group name, or other identifier on any social networking site; or
- (h) otherwise violate any intellectual property rights.

We will determine suitability at our sole discretion. If we reject your application due to unsuitable content, you may reapply at any time once you have complied with our suitability requirements. However, if at any time we 1) reject your application for any other reason or 2) terminate your account in connection with any violation or abuse (as determined in our sole discretion), you



cannot attempt to re-join the Affiliate Program without our authorization, which may be initiated by emailing us at affiliate@giverrang.com with the subject header "Affiliate Re-Apply".

You will ensure that the information in your Affiliate Program application and information otherwise associated with your account, including your email address, other contact information, and identification of Your Site, is at all times complete, accurate, and up-to-date. We may send notifications (if any), approvals (if any), and other communications relating to the Affiliate Program and the Agreement to the email address then-currently associated with your Program account. You will be deemed to have received all notifications, approvals, and other communications sent to that email address, even if the email address associated with your account is no longer current.

The Affiliate Program is free to join, and we aim to help Affiliates succeed with the program. We have never authorized any business to provide paid set-up or consulting services to our Affiliate, so please be wary if any business like that (even one attempting to appropriate the Giverrang name) reaches out to offer you costly services.

2. Links on Your Site

(a) Special Links

After you have applied to the Affiliate Program, you are permitted to display Special Links on Your Site. Special Links enable accurate tracking, reporting, and accrual of commission income. Special Links must use the Affiliate ID we have assigned to you.

(b) General Requirements Applicable to All Special Links

Special Links are made available to you by us through self-serve or direct communication. If we inform you that you do not qualify to use certain types of links, you must cease displaying those types of links on Your Site. You are solely responsible for the content, style, and placement of each link that you place on Your Site and for ensuring that Special Links include the appropriate formatting necessary for us to properly track referrals of our customers from Your Site. You must not encourage customers to bookmark your Special Links. All Special Links must be accessed directly from Your Site. For example, you must include your Affiliate ID or "tag" (appearing as XXXX-XXXX-XXXX or such other format as we may designate) as a parameter in the URL of each link you place on Your Site to a Program Site.

You may add or delete Program Content (and related Special Links) from Your Site at any time without our approval. Special Links must link to Card Programs (as defined in the definitions section). When linking to pages with Card or Program lists you must have additional original content on Your Site that is relevant to the Special Link.

You must remove from Your Site any links and related references to limited time promotions as soon as that promotion on the relevant Program Site ends. For example, if you include links to



Cards from a particular Program Site and mention that there is a 10% discount, you must remove the mention of the 10% discount from Your Site as soon as the promotion ends.

You must not make inaccurate, overbroad, deceptive or otherwise misleading claims about any Card, Program or Program Site, or any of our policies, promotions, or prices.

Card prices and availability may vary from time to time. Because prices for and availability of Cards may change, Your Site may only show prices and availability if we serve the link in which that price and availability data are displayed.

3. Responsibility for Your Site

You will be solely responsible for Your Site, including its development, operation, and maintenance and all materials that appear on or within it. For example, you will be solely responsible for:

- (a) the technical operation of Your Site and all related equipment,
- (b) displaying Special Links and Program Content on Your Site in compliance with the Agreement, all applicable laws, ordinances, rules, regulations, orders, licenses, permits, guidelines, codes of practice, industry standards, self-regulatory rules, judgments, decisions, or other requirements of any applicable governmental authority, including those related to disclosures (for example, if applicable, the U.S. FTC Guides Concerning the Use of Endorsement and Testimonials in Advertising) and electronic marketing, data protection and privacy (for example, if applicable, the Directive 2002/58/EC (Privacy and Electronic Communications Directive), and the General Data Protection Regulation (GDPR) (EU) 2016/679), and any agreement between you and any other person or entity (including any restrictions or requirements placed on you by any person or entity that hosts Your Site),
- (c) creating and posting, and ensuring the accuracy, completeness, and appropriateness of, materials posted on Your Site (including all Card and Program descriptions and other Program-related materials and any information you include within or associate with Special Links),
- (d) using the Program Content, Your Site, and the materials on or within Your Site in a manner that does not infringe, violate, or misappropriate any of our rights or those of any other person or entity (including copyrights, trademarks, privacy, publicity, or other intellectual property or proprietary rights),
- (e) disclosing on Your Site accurately and adequately and otherwise satisfying applicable legal requirements, either through a privacy policy or otherwise, the use of cookies, pixels, and other technologies by you and third parties and how you collect, use, store, and disclose data collected from visitors in accordance with applicable laws, including, where applicable, that third parties (including us and other advertisers) may serve content and advertisements, collect information directly from visitors, and place or recognize cookies on visitors' browsers, and providing information on the visitor's choices with respect to opting-out from online advertising where required by applicable law, and
- (f) any use that you make of the Program Content, and Program or Giverrang Marks, whether or not permitted under the Agreement.



4. Promotional Limitations

You will not engage in any promotional, marketing, or other advertising activities on behalf of us or our associates, or in connection with a Program Site or the Affiliate Program, that are not expressly permitted under the Agreement. You will not engage in any promotional, marketing, or other advertising activities in any offline manner, including by using any of our or our associates' trademarks or logos (including any Giverrang Mark), any Program Content, or any Special Link in connection with email, offline promotion or in any offline manner (e.g., in any printed material, ebook, mailing, private messages on social media networks, or attachment to email, or other document, or any oral solicitation).

5. Distribution of Special Links Through Software and Devices

You will not use any Program Content or Special Link, or otherwise link to a Program Site, on or in connection with: (a) any client-side software application (e.g., a browser plug-in, helper object, toolbar, extension, component, or any other application executable or installable by an end user) on any device, including computers, mobile phones, tablets, or other handheld devices (other than Approved Mobile Applications); or (b) any television set-top box (e.g., digital video recorders, cable or satellite boxes, streaming video players, blu-ray players, or dvd players) or Internet-enabled television (e.g., GoogleTV, Sony Bravia, Panasonic Viera Cast, or Vizio Internet Apps).

6. Content on Your Site

You will be solely responsible for the content on Your Site and ensure:

(a) You will not add to, delete from, or otherwise alter any Program Content in any way, including by adding additional information, except that you may resize Program Content consisting of a graphic image in a manner that maintains the original proportions of the image or truncate Program Content consisting of text in a manner that does not materially alter the meaning of the text or cause the text to become factually incorrect, or misleading. Some types of links that we may make available to you may contain a link to an informational page on a Program Site that is not formatted as a Special Link (for example, links to privacy policy information at the bottom of banners); without limiting the generality of the foregoing, you will not remove, obscure, or alter, or make invisible, illegible, or indecipherable to visitors of Your Site, any "Privacy Information" link.

(b) You will not sell, resell, redistribute, sublicense, or transfer any Program Content or any application that uses, incorporates, or displays any Program Content. For example, you will not use, or enable, or facilitate the use of Program Content within advertising outside of Your Site or on or within any application, platform, site, or service (including social networking sites) that requires you to sublicense or otherwise give any rights in or to any Program Content to any other person or entity, nor will you create links formatted with your Affiliate tag for, or display such links on, a site that is not Your Site.

(c) You will promptly remove from Your Site and delete or otherwise destroy any Program Content that is no longer displayed on a Program Site or that we notify you is no longer available for your use.



(d) You will not use any Program Content, including any name or likeness embodied in that Program Content, in a manner that implies a person's or company's endorsement or sponsorship of, or commercial tie-in or other association with, any product, service, party, or cause (including by placing unrelated third party materials in close proximity to Program Content).

(e) You will not (and you will not seek to) purchase, register or otherwise use any Giverrang Mark or variations or misspellings of any Program related words (e.g. "Community Gift Card", "Local Gift Card") for use in any Search Engine. In addition to any other rights or remedies available to us, upon our request you will cause any Search Engine designated by us to exclude Proprietary Terms (defined below) from keywords used to display your advertising content in association with search results (e.g., request exclusion by negative keyword bidding), assuming the Search Engine offers such exclusion capabilities.

(f) You will not bid on or purchase keywords, search terms, or other identifiers, or any other trademark of Giverrang or its associates or variations or misspellings of any of these words or otherwise participate in keyword auctions on any Search Engine if the resulting paid search advertisement is a Prohibited Paid Search Placement (as defined in the Commission Agreement). You may purchase paid search advertisements and submit links to Search Engines to appear in response to a general Internet search query or keyword (i.e., in natural, free, organic, or unpaid search results), so long as you comply with the Agreement and those paid or unpaid search results send users to Your Site and not directly, or indirectly via a Redirecting Link (as defined in the Commission Agreement), to a Program or Giverrang Site.

(g) You will not offer any person or entity any consideration, reward, or incentive (including any money, rebate, discount, points, donation to charity or other organization, or other benefit) for using Special Links. For example, you cannot implement any "rewards" or loyalty program that incentivizes persons or entities to visit a Program Site via your Special Links.

(h) You will not intercept, record, redirect, read, interpret, or fill in the contents of any electronic form or other material submitted to us by any person or entity.

(i) You will not request, collect, obtain, store, cache, or otherwise use any account information used by our customers in connection with any Program Site (including any usernames or passwords of Program Site customers).

(j) You will not modify, redirect, suppress, or substitute the operation of any button, link, or other feature of a Program Site.

(k) You will not make any orders or engage in other transactions of any kind on a Program Site on behalf of any other person or entity, or authorize, assist, or encourage any other person or entity to do so.

(l) You will not take any action that could reasonably cause any customer confusion as to our relationship with you, or as to the site on which any functions or transactions (for example, search, browse, or order) are occurring.

(m) You will not include on Your Site, display, or otherwise use Special Links or Program Content in connection with, any spyware, malware, virus, worm, Trojan horse, or other malicious or harmful code, or any software application not expressly and knowingly authorized by users prior to being downloaded or installed on their computer or other electronic device.



- (n) Except when approved to use an embeddable Program Card order form, you will not frame a Program Site, or any part of it, within Your Site, including by display within an integrated web browser (e.g., WebView) within a Mobile Application. However, displaying a Special Link on Your Site in accordance with Section 2 of these Participation Requirements, will not be a violation of this section.
- (o) You will not post or serve any Special Links or other content promoting a Program Site within any pop-up or pop-under windows, transitional page ads, or layer ads, except for pop-up windows in conjunction with Your Site promoting Cards closely associated with the materials on Your Site.
- (p) You will not include any Special Links in any content that you place on a Program Site (for example, in connection with any advertising service available through a Program Site or in a customer review, forum, or any other customer-generated context available on a Program Site).
- (q) You will not attempt to circumvent the Commission Agreement or artificially increase your commission income. For example, you cannot cause any page of a Program Site to open in a customer's browser other than as a result of the customer clicking on a Special Link on Your Site.
- (r) You will not attempt to intercept or redirect (including via software installed on users' computers) traffic from or on, or divert commission income from, any site that participates in the Affiliate Program.
- (s) You will not artificially generate clicks or impressions on Your Site or create Sessions on a Program Site, whether by way of a robot or software program or otherwise.
- (t) You will not display or otherwise use any of our customer reviews or ratings, in part or in whole, on Your Site unless you have obtained a link to that customer review or star rating through expressed written permission.
- (u) You will not directly or indirectly purchase any Cards(s) through Special Links, whether for your use or for the use of any other person or entity, and you will not permit, request or encourage any of your friends, relatives, employees, contractors, or business relations to directly or indirectly purchase any Card(s) through Special Links, whether for their use, your use or the use of any other person or entity. Further, you will not purchase any Card(s) through Special Links for resale or commercial use (of any kind) or offer any Cards on Your Site for resale or commercial use of any kind without our written consent
- (v) You will not cloak, hide, spoof, or otherwise obscure the URL of Your Site containing Special Links (including by use of Redirecting Links) or the user agent of the application in which Program Content is displayed or used such that we cannot reasonably determine the site or application from which a customer clicks through such Special Link to a Program Site.
- (w) You will not use a link shortening service, button, hyperlink or other ad placement in a manner that makes it unclear that you are linking to a Program Site.
- (x) Upon our request, you will provide us with written certification that you have complied with the Agreement (generally or specifically with respect to any provision of the Agreement, including the Program Policies). Any failure to provide the certification in accordance with our request will constitute a material breach of the Agreement.
- (y) Unless otherwise agreed by Giverrang, Your Site must not have price tracking and/or price alerting functionality.



(z) You will not display on Your Site, or otherwise use, any Program Content to advertise or promote any products that are offered on any site that is not a Program Site (e.g., products offered by other companies). You will not display on Your Site or otherwise use any data, images, text, or other information or content you may obtain from us that relates to Excluded Products and [Prohibited Merchants](#).

Affiliate Program Mobile Application Policy (“Mobile Application Policy”)

If Your Site includes a software application designed and intended for use on mobile phones, tablets, or other handheld devices (a “Mobile Application”), your Mobile Application:

- (a) must be available in either the Google Play, Apple, or Amazon app stores,
- (b) must be free to download and all Program links must be accessible without paying for access,
- (c) must have original content,
- (d) must not host or render Giverrang web pages in WebViews.

We will evaluate your application and notify you of its acceptance or rejection. A Mobile Application that is accepted will be an “Approved Mobile Application” for purposes of the Agreement.

Affiliate Program Trademark Guidelines (“Trademark Guidelines”)

These Guidelines apply to the use of the marks we may make available to you as part of Program Content (“Program Marks”). Strict compliance with these Guidelines is required at all times, and any use of the Program Marks in violation of these Guidelines will automatically terminate any license related to your use of the Program Marks.

1. YOU ARE ALLOWED TO USE THE PROGRAM MARKS ONLY BY DISPLAY ON YOUR SITE WITH THE PURPOSE OF ADVERTISING AVAILABILITY OF CARDS ON A PROGRAM SITE, WITH A CORRESPONDING SPECIAL LINK TO THAT SITE.
2. Your use of the Program Marks must (i) comply with the most up-to-date version of these Guidelines; and (ii) comply with all Program Documents (as defined in the Commission Agreement).
3. You may use the Program Marks solely for the purpose specifically authorized under the Program Documents. You may not use or display the Marks (i) in any manner that implies sponsorship or endorsement by us; (ii) to disparage us, our products or services; (iii) in a way that may, at our discretion, diminish or otherwise damage our goodwill in the Program Marks; or (iv) in offline material or email (e.g., in any printed material, mailing, SMS, MMS, attachment to email, or other document, or any oral solicitation).
4. We may supply an image or images of the Program Marks for you to use. You may not alter any Program Mark in any manner. For example, you cannot change the proportion, color, or font of any Program Mark, or add or remove any elements from any Program Mark.
5. Each Program Mark must appear by itself, in its entirety, with reasonable spacing between each side of the Program Mark and other visual, graphic, or textual elements. Under no



circumstance can any Program Mark be placed on any background that interferes with the readability or display of that Program Mark.

6. All rights to the Program Marks are our exclusive property, and all goodwill generated through your use of any Program Mark will inure to our exclusive benefit. You will not take any action that conflicts with our rights in, or ownership of, any Program Mark.

7. You cannot display or otherwise use any trademark of any third party seller or vendor on an Program Site in connection with any Special Link unless you have obtained from that seller or vendor specific written authorization to do so.

8. You cannot use or apply to register any trademark that is confusingly similar to any Program mark in any jurisdiction. You cannot use or apply to register any trademark, domain name, subdomain, username or app name that is confusingly similar to any Program mark in any jurisdiction.

We reserve the right to modify these Trademark Guidelines and the approved Program Marks, at any time and in our sole discretion, by posting a change notice or revised Trademark Guidelines or approved Program Marks on the Giverrang Site.

We reserve the right to take appropriate action against any use without permission or any use that does not conform to these Guidelines, at any time and in our sole discretion.

Affiliate Program IP License (“License”)

This License governs your use of Program Content in connection with your participation in the Affiliate Program. By accepting the Agreement, or by accessing or using the Program Content, and use of certain types of data, images, text, and other information and content relating to Program Content (“Program Advertising Content”) which we may make available to you, you agree to be bound by this License.

1. Limited License to Program Content

Subject to the terms of the Agreement and solely for the limited purposes of participation in the Affiliate Program in strict compliance with the Agreement (including this License and the other Program Policies), we hereby grant you a limited, revocable, non-transferable, non-sublicensable, non-exclusive, royalty-free license to: (a) copy and display Program Content solely on Your Site; (b) use only those of the Program Marks (as defined in the Trademark Guidelines) we make available to you as part of the Program Content, solely on Your Site and in accordance with the Trademark Guidelines, and (c) access and use Program Advertising Content solely in accordance with the Specifications and this License.

You will use Program Content solely in accordance with the terms of the Agreement and within the express scope of the license granted herein. Without limiting the foregoing, you will (a) use Program Content solely to send end users and sales to a Program Site and will not link any Program Content to, or in conjunction with any Program Content, direct traffic to any page of a site other than a Program Site (however, parts of Your Site that are not closely associated with the Program Content may contain links to sites other than an Program Site) and (b) link each



use of the Program Content solely to the related Program landing page or other relevant page of a Program Site and not to any other page.

The License will immediately and automatically terminate if at any time you do not comply in a timely manner with any obligation under the Program Documents (as defined in the Commission Agreement), or otherwise upon termination of this Agreement. In addition, we may terminate the License in whole or in part upon written notice to you. You will promptly stop using the Program Content and promptly remove Program Content from Your Site and delete or otherwise destroy all files of Program Content and Program Marks with respect to which the License is terminated or as we may otherwise request from time to time.

2. Usage Requirements

(a) Description. Under this License, we may make available to you Program Content including the following:

- Data, images, audio, video, logos, user interface designs, and other creative designs; and
- Textual materials, such as textual Program information.

In addition to the foregoing Program Advertising Content, we may make available from time to time specifications, user manuals, guides, supporting materials, and other information, regardless of format, describing the operational and functional capabilities, use limitations, technical and engineering requirements, and testing and performance criteria relevant to the Program.

(b) Usage Requirements. By using Program Advertising Content, you agree to comply with the following requirements:

- i. You will use Program Advertising Content only in a lawful manner in accordance with and within the express scope of the terms of this License. You will not use Program Advertising Content with any site or application, or in any other manner, that does not have the principal purpose of advertising and marketing a Program Site and driving sales of Cards on a Program Site.
- ii. You will comply with all pages, schedules, policies, guidelines, and other documents and materials, including all Specifications, referenced in this License and the Program Policies.
- iii. You will link each use of Program Advertising Content to, and only to, the relevant page of a Program Site (for example, the relevant Program Site or other page to which particular Program Advertising Content most directly relates), and you will not link any Program Advertising Content to, or in conjunction with any Program Advertising Content direct traffic to, any page of a site other than a Program Site (however, parts of your application that are not closely associated with Program Advertising Content may contain links to sites other than an Program Site).

(c) You will not, without our express prior written approval, use any Program Advertising Content on or in connection with any site or application designed or intended for use with a mobile phone or other handheld device. This prohibition will not apply to (1) any site that is not designed or intended for use with such devices but that may be accessible by such devices, such as a non-mobile-optimized site accessed via an internet browser on a tablet device; (2) an Approved Mobile Application as defined in the Mobile Application Policy; or (3) any television set-top box (e.g., digital video recorders, cable or satellite boxes, streaming video players,



blu-ray players, or dvd players) or Internet-enabled television (e.g., GoogleTV, Sony Bravia, Panasonic Viera Cast, or Vizio Internet Apps).

(d) You will not (ii) compile or use Program Advertising Content for the purpose of direct marketing, spamming, unsolicited contacting of sellers or customers, or other advertising activities; or (iii) remove, obscure, alter, or make invisible, illegible, or indecipherable, any notice, including any notice of intellectual property or proprietary right, Program Advertising Content, or Specifications.

(e) You will not, and will not attempt to (i) modify, alter, tamper with, repair, or otherwise create derivative works of the Specifications or any software included in Program Advertising Content; or (ii) reverse engineer, disassemble, decompile (except to the extent such right cannot be excluded or limited by law and then only when our express permission has been sought and refused), or otherwise derive any source code relating to the Program, or any software included in Program Advertising Content.

(g) If you display Program Advertising Content consisting of text on your application, you will include the following disclaimer in plain view to end users of your application: "CERTAIN CONTENT THAT APPEARS [IN THIS APPLICATION or ON THIS SITE, as applicable] COMES FROM GIVERRANG. THIS CONTENT IS PROVIDED 'AS IS' AND IS SUBJECT TO CHANGE OR REMOVAL AT ANY TIME." You agree to provide us with any information that we request to verify your compliance with this License.

3. Reservation of Rights; Your Submissions

Other than the limited licenses expressly set forth herein, we reserve all right, title and interest (including all intellectual property and proprietary rights) in and to, and you do not, by virtue of this License or otherwise, acquire any ownership interest or rights in or to, the Affiliate Program, Special Links, link formats, Program Content, Program Advertising Content, any domain name owned or operated by us, information and materials on any Giverrang or Program Site, our and our associates' trademarks and logos (including the Program Marks), and any other intellectual property and technology that we provide or use in connection with the Affiliate Program (including any application program interfaces, software development kits, libraries, sample code, and related materials).

If you provide us with suggestions, reviews, modifications, data, images, text, or other information relating to any Program Content or in connection with your participation in the Affiliate Program, or if you modify any Program Content in any way (collectively, "Your Submission"), you hereby assign to us all right, title, and interest in and to Your Submission and grant us (even if you have designated Your Submission as confidential) a paid-up royalty-free, nonexclusive, worldwide, freely transferable right and license for the duration of your original and derivative intellectual property rights to: (a) use, reproduce, perform, display, and distribute Your Submission in any manner; (b) adapt, modify, re-format, and create derivative works of Your Submission for any purpose; (c) use and publish your name in the form of a credit in conjunction with Your Submission (however, we will not have any obligation to do so); and (d) sublicense the foregoing rights to any other person or entity. Additionally, you hereby warrant that: (y) Your Submission is your original work, or you obtained Your Submission in a lawful



manner and (z) our and our sublicensees' exercise of rights under the license above will not violate any person's or entity's rights, including any copyright rights. You agree to provide us such assistance as we may require to document, perfect, or maintain our rights in and to Your Submission.

Contact Us

In order to resolve a complaint regarding the Affiliate Agreement or to receive further information regarding Agreement, please contact us at:

Giverrang Inc.
26 Buckingham Street
Bristol, CT 06010
affiliate@giverrang.com