



Card Terms

Giverrang Inc. (“Giverrang”, “we”, “us”, or “our”) a Delaware corporation with a principal address of 26 Buckingham Street, Bristol, CT 06010 works with card issuing partners (Providers) to provide Card Programs that enable Purchasers to purchase Cards to give as a gift or promotion to Recipients. Purchase or use of the Card means all parties agree to be in full compliance with these Card Terms. If any party does not agree to the Terms, they must not use the Card and they can contact support@giverrang.com for cancellation and refund.

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.

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. General Information

Offer

Giverrang may offer both eGift Cards and/or Plastic Gift Cards (“Cards”) for purchase and distribution through the Program.

Card Funds

The funds loaded on the Card are collected by Giverrang and deposited with and held in a pooled settlement account with funds associated with other cards. You will not be paid or earn interest on the amount of the Card. The issuance of the Card does not establish an account relationship between you and us.



The Card is not a credit card and can be used only for the amount of money loaded onto the Card. When you use the Card, the amount available on the Card will be reduced by the amount of each purchase until it reaches zero.

The Card is subject to the fees and expirations set forth in Section 13 of this Agreement. The Card may also be subject to deductions required by law, including deductions, if any, resulting from the escheat of Card funds under applicable state laws governing unclaimed property. You may not add any funds to the Card. Your ability to make purchases with the Card will end when the Card amount reaches zero.

Card Use

Cards are for use to purchase goods and services only at Merchants who are approved in the Program at the time the cardholder is attempting to spend the Card. Attempts to use a Card at unapproved Merchants will be declined. The Merchant, not Giverrang, is the seller of the goods and services for which a Card may be redeemed and is solely responsible for redeeming any Card you purchase or are given.

Program Roster

The Program Coordinator reserves the right to add or remove Merchants where the Card can be redeemed at any time. Your Card may not be usable at all Merchants. You agree that you will not use the Card at any unapproved or unauthorized Merchants.

Card Ownership

Once purchased, the Card is the property of the Purchaser. When more than one person or entity contributes towards the purchase of the Card, it is the responsibility of the Purchaser to manage the contributed funds for purchase, refunds, or who may make the Card available to a Recipient (who may also be the Purchaser, to whom these Terms also apply) by any delivery means such as social networking websites, email, text message, postal mailing, or other physical media for hand-delivery.

Receiving a Card

Recipients may be informed that a Purchaser has shared a Card with them by electronic or physical means. Purchaser represents that they give permission to Giverrang to communicate their Card to Recipient via email, text, postal mail, or other means made available by Giverrang. The Card delivery method may include third party Program-related delivery methods, such as sponsor or re-seller distribution.

Reminders

Giverrang may send periodic reminders to Recipients via email, text, or other means to redeem their gift.

2. Transactions and Limits on Transactions



Transactions

You may use the Card to purchase goods and services only at approved Merchants in the Program. The Card is multi-use and the balance will be decremented upon each use until all funds are spent. For information about the Program and Merchants, please visit the Program website, which may be identified by typing the Card ID into the Card search field on mylocalgiftcard.com. You can also call toll-free at 1-888-295-0360 or contact the Program Coordinator directly.

You agree that we are not responsible for goods or services purchased with the Card, and we are not responsible if any Merchant refuses to accept the Card or for any other actions of the Merchant.

Insufficient Funds

If you attempt to use the Card for a purchase amount that is greater than the amount on the Card, your transaction will be declined. However, if the purchase amount is greater than the amount on the Card, most Merchants will allow you to pay the difference with alternative methods. You should ask the Merchant to split the transaction ("Split Tender") so that you pay the remaining portion of the transaction that exceeds the Card balance by another method such as a different credit card or cash. You must inform the Merchant before beginning your transaction if you wish to pay a portion of the purchase amount using the Card. Giverrang is not responsible for Merchants who are unable to process Split Tender transactions and you may not be able to use a Card at a Merchant unable to process Split Tender transactions.

Stopping Payment

You do not have the right to stop payment on any transaction originated by the use of the Card. Stopping payment on a Card may result in permanent revocation of your rights to use Giverrang, termination of the Card without warning to the Recipient, and in some cases we may dispute a chargeback or initiate legal action. If there is an issue with your Card, please contact support@giverrang.com for assistance or call toll-free at 1-888-295-0360.

Refusal of Transactions

Giverrang reserves the right to refuse to process a transaction for any reason.

Limitation on Transactions

For security reasons, we may limit the amount or number of transactions you can make on your Card. Giverrang is under no obligation to honor all purchase requests and may also ask for supplemental information such as an email, phone number or other identifying information to complete a purchase. Further, the amount of time Giverrang needs to evaluate and complete or reject a purchase of a Card is neither specified nor guaranteed. We encourage you to retain receipts as a record of transactions. You may need a receipt in order to verify a transaction with us or the Merchant.



Cash Transactions

The Card does not permit any type of cash transactions. The amount on the Card, including a small or de minimis balance, will not be redeemable for cash except in states that require card issuers to Cash Out a Card balance. In this case Giverrang and not any Merchant or third party Program Coordinator, is responsible for fulfilling the Cash Out request.

3. Delivery & Responsibility

Card Delivery

Successful Card delivery may be affected by many factors including spam filtering, the Recipient not noticing electronic notifications, unreachable postal address, and other system failures. Although we make our best effort to deliver Cards, Giverrang does not guarantee delivery of Cards to Recipients. If you suspect your Card has not been received, contact support@giverrang.com for further assistance.

Incorrect Recipient

Giverrang is not liable for a Card mistakenly shared with an incorrect Recipient or for any use of the Card by an unintended Recipient.

Incorrect Program

Giverrang is not responsible for a Card that is mistakenly purchased for a Recipient that was not of the intended Program.

Merchant Responsibility

Any error in processing a Card such as failing to deliver goods or services, overcharging a transaction, or failing to record a refund are the responsibility of the Merchant and must be settled between Recipient and Merchant. Merchant is responsible for the accuracy of any displayed information they provide a Program including offers, location, or availability.

Knowing Your Balance

It is important to stay updated on the balance of your Card at all times. You may check the remaining amount on the Card at any time at no charge by visiting mylocalgiftcard.com or calling toll-free at 1-888-295-0360. The Maintenance Fee described in Section 13 will reduce and may exhaust the entire Card amount. Merchant may not be able to query this balance.

Unclaimed Funds (Escheat)

If our records show that you have not used the Card within a time period set by state law, the amount remaining on the Card may become unclaimed property subject to escheat under state unclaimed property laws. If the amount remaining on the Card becomes unclaimed property subject to a state unclaimed property law, we will be required to escheat the available balance to the state in an amount and at the time required by the state law. At that time, you may lose



the ability to use the Card. If escheat occurs, you may inquire about the status of the Card funds by emailing support@giverrang.com or calling toll-free 1-888-295-0360.

Legal Transactions

You agree that you will only use the Card for transactions that are legal and comply with our [Prohibited Merchants Policy](#). You agree that we may decline transactions we believe may be illegal or in violation of Giverrang's Terms and Policies. You also agree that if we do not decline a transaction, we are not liable to you if you engage in an illegal transaction.

Use Limits

You agree that you will not use the Card to pay tips or gratuities, to make recurring payments, to make pre-authorized transactions (prepaying for a hotel stay, a car rental, or at the pump for gas or other similar transactions) where the actual or final amount of the transaction is unknown at the time the Card is authorized for use. You may add tips to a transaction if those tips are pre-authorized by the merchant *at the time of payment*. You agree that a purchase made by you may not be authorized or settled by us unless it complies with these Terms. The Card may be canceled, repossessed, locked or revoked at any time without prior notice. The Maintenance Fee may be assessed on a locked or revoked Card.

Overdrafts

The amount on the Card will be reduced by the amount of your transactions, plus applicable Maintenance Fees. Any transaction that will create a negative amount (overdraft) on the Card is not permitted and will generally be declined. However, if an overdraft on the Card does occur, you agree to pay us the amount of such overdraft, plus a \$15 overdraft fee. You agree that we may lock or revoke the Card without notice if we do not receive funds from you in the full amount.

Authorized Use of Card

If you authorize someone else to use the Card, you will be responsible for any transactions initiated by such person(s) with the Card even if you intended to limit that person's use of the Card to a particular amount or particular time. You agree to keep the Card in a safe place, and to report any suspected unauthorized use of the Card immediately to support@giverrang.com or toll-free at 1-888-295-0360.

Merchant Reward Offers

A Merchant may represent, list or advertise special offerings available to customers who may be either Purchasers, Recipients, or simply visitors to a web page or other communication that Giverrang may host. These offerings may require the customer to use a specific Card or mention a code or take some other action in order to receive something of value from the Merchant. The Merchant is solely responsible for honoring the special offers and Giverrang assumes no responsibility for accuracy in any way of the offering, including its availability period, description, availability or suitability for any purpose.



4. Refund, Cancellation & Exchange Policy

Refunds

Giverrang is happy to refund reasonable return requests, as determined by Giverrang. Purchasers may request a refund within 30 days of purchase and must present receipt, order confirmation, Card ID, or other purchase identifiers to help confirm the purchase and to initiate the refund. Giverrang will refund any unspent Card funds to the Purchaser's original payment method within 30 days of the request.

Canceling a Card

A Purchaser may upon request, and at Giverrang's sole discretion, cancel a Card if the Card was sent to an incorrect Recipient or contains other errors, or for any other valid reason. Once the card is canceled it will be processed as described in the Refunds Subsection above.

Giverrang may, in its sole discretion, also cancel a Card without notice and (if applicable) refund a Card if the Card was determined by Giverrang to have been purchased fraudulently, if the purchase of the Card was rescinded by the Purchaser in any way after the Card was issued, if the Card was reported as lost or stolen, or for any reason subject to applicable law.

Giverrang will not be liable for failed transactions by Recipient when Card has been canceled, and when canceled, a Card ceases to be redeemable by the Recipient.

Exchanges

A Recipient may request that a Card be made exchangeable for a Card of a different Program than the program indicated on their Card if a valid reason is presented (such as Recipient moving to a new address). Recipient should contact support@giverrang.com for exchange requests, which will be honored at Giverrang's sole discretion. Partially used Cards may not be exchanged, and some Cards may not be exchangeable in any circumstance.

At Giverrang's sole discretion, a refund to the original payment method or other means may be offered in cases where a Program is unable to redeem a Card. Giverrang cannot guarantee that Merchants will always accept a valid Card for redemption or that Merchants listed either at the time of purchase or the time of redemption are still approved in the Program or in business. If continuous redemption attempts are refused in a Program, contact Giverrang at support@giverrang.com where we may offer you an exchange or refund or other remedy at our sole discretion.

Merchant Refunds

If you are entitled to a refund by a Merchant the return policy of the Merchant at which the Card was used is the applicable return policy. You will resolve disputes directly with the Merchant on purchases made using the Card and returns thereof, and if you receive a refund relating to a Card transaction, you agree to accept a credit to the Card as the method of refund. These



returns may not take place immediately and in some cases, may not be done properly and Giverrang has no control over when or how a Merchant credits a Card, and such credits may take a number of days to finalize. A credit to a zero balance Card will reinstate the Card. If after making reasonable attempts you suspect a credit has not been properly applied to your Card by a Merchant, contact Giverrang at support@giverrang.com and we will try to work with the Merchant to correct the problem, but the ultimate responsibility of processing a refund correctly lies with the Merchant.

5. Lost, Stolen, or Damaged Card

If you believe that the Card has been lost or stolen email support@giverrang.com, call toll-free at 1-888-295-0360 from 6 am to 6 pm EST, or write us by postal mail to: Giverrang, 26 Buckingham Street, Bristol, CT 06010.

Subject to acceptable proof of Card ownership, we will make reasonable efforts to lock a lost or stolen Card from further use. If you notify us promptly of a lost or stolen Card and we are able to lock it from further use, you will not be liable for any further transactions associated with the lost or stolen Card.

You may request a replacement Card for a lost, stolen or damaged Card. A replacement Card will not be issued unless you present adequate proof of purchase, the receipt with a confirmation number, 10-digit Card ID, or the damaged Card (in the case of a damaged Card, you must also provide your full identification). Requests to replace a Card may be denied by Giverrang or the Program Coordinator, in the event we or the Program Coordinator suspects fraudulent or unlawful activity or improper Card use. If a replacement request is approved, a new Card will be issued and activated in the amount remaining on the Card, if any, at the time of the replacement. You may be charged a Replacement Card Fee described in Section 13. The Maintenance Fee, described in Section 13 of this Agreement, will be assessed on Cards through the date, if any, when a replacement Card is issued. Replacements may take up to 30 days to process.

Giverrang may be able to assist in some cases of lost or stolen cards, but Giverrang cannot guarantee that we will be able to assist you.

6. Giverrang's Liability; Limitation of Liability; Error Resolution Procedures

a. Giverrang's Liability

If we do not complete a transaction arising from the use of the Card on time or in the correct amount according to these Terms, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:



- (i) if, through no fault of ours, the amount on the Card is insufficient to complete the transaction; or
- (ii) if the point-of-sale terminal was not working properly and you knew about the breakdown when you started the transaction; or
- (iii) if circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transaction, despite reasonable precautions that we have taken; or
- (iv) if the Card has been reported to be, or suspected of being, lost or stolen, and we have taken action to prevent transactions with the Card; or
- (v) if there is any mistake or accounting error in relation to your Card. If any such error does occur we will make best effort attempts to remedy the error.

b. Limitation of Giverrang's Liability for Unauthorized Transactions

Our liability is limited to reimbursing you for the amount of an unauthorized transaction, up to the amount on the Card immediately before the unauthorized transaction occurs. However, we will only be liable for any such amount after you have notified us that the Card has been lost or stolen and if we were able to lock the Card from further use. For example, if you are unable to provide us with the Card ID or other information that allows us to identify the Card, then we will be unable to lock the Card. We are not liable for any claims of special, indirect or consequential damages.

c. Error Resolution Procedures

In case of errors or questions about your transactions email support@giverrang.com, call toll-free at 1-888-295-0360, or write us by postal mail to Giverrang, 26 Buckingham Street, Bristol, CT 06010. Call or write as soon as you can in case of errors or questions about transactions arising from the use of the Card. We must hear from you no later than 60 days after the date of the transaction in question. Be prepared to:

- (i) Tell us your name and Card ID
- (ii) Describe the error or the transaction you are unsure about, the date of occurrence, and explain as clearly as you can why you believe it is an error or why you need more information.
- (iii) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit the Card within 10 business days for the amount you think is in error, so that you will have the use of that amount during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit the Card.

For errors involving Cards issued less than 30 days prior or point-of-sale transactions, we may take up to 90 days to investigate your complaint or question. For Cards issued less than 30 days prior, we may take up to 20 business days to credit the Card for the amount you think is in error.



We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of documents that were used in the investigation.

We reserve the right to correct the Card balance if we believe that a clerical, billing or accounting error has occurred.

7. Disclosure of Information to Third Parties

From time-to-time, subject to any applicable financial privacy laws or other laws or regulations, we may provide information about you and the Card to our Providers, Program Coordinators, or third parties. We may provide information about you and the Card

- (a) to anyone who we reasonably believe is conducting a legitimate credit inquiry, including without limitation, inquiries to verify the existence or condition of a Card for a third party such as a lender, Merchant or credit bureau;
- (b) in response to any subpoena, court or administrative order, or process which we believe requires our compliance;
- (c) in connection with collection of indebtedness or to report losses incurred by us;
- (d) in compliance with any agreement between us and a professional, regulatory or disciplinary body;
- (e) in connection with the potential sale of business by any of us or our Providers;
- (f) to carefully selected Providers who help us meet your needs providing or offering our services; and
- (g) as otherwise provided or allowed by law. We also may collect information about you and take actions necessary to verify your identification.

You agree that we may disclose information to any third party about the Card when such information is aggregated with other information and does not specifically identify you.

8. Recording and Monitoring Telephone Calls

The telephone calls between you and us or our Providers may be recorded or monitored. We need not remind you of the recording or monitoring before each call unless we are required to do so by law.

9. Governing Law; Severability

These Terms will be governed by the laws and regulations of the United States and, to the extent not so covered, by the laws and regulations of the State of Connecticut. A determination that any part of these Terms is invalid or unenforceable will not affect the remainder of these Terms. All provisions of these Terms are void where expressly and to the extent prohibited by applicable law. In the event that any provision of these Terms shall be determined to be illegal or unenforceable, that provision will be eliminated or adjusted to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.

10. Termination of Program and Access



We have the right to terminate the Card Program at any time. If we have terminated the Program and the Card can no longer be used, you may surrender the Card and redeem the remaining amount on the Card for a refund by following the steps outlined in the Refunds Subsection of Section 4. Until the Card is surrendered, the monthly Maintenance Fee described in Section 13 will continue to apply.

Giverrang is also free to terminate (or suspend access to) your use of the Card, for any reason in our discretion, including your breach of these Terms. Giverrang has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms. Card termination may result in destruction of any data associated with your Card. If your Card is terminated, you may lose the ability to access the balance and Card data and/or use any Cards or refunded or exchanged credit.

All provisions of these Terms shall survive termination. For 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.

11. Assignment

We may assign, without recourse, our duties and obligations as issuer of the Card to another entity.

12. Valid Thru Date (Card Expiration)

The Card will be unusable after the valid thru date stated on the Card. The valid thru date is not an expiration date on the Card funds. The Card funds will be temporarily unavailable after the valid thru date until you obtain a free replacement Card. You may present and exchange the unusable card at no charge for a replacement Card, which will be activated in the amount remaining on the Card at the time of the exchange. Replacements may take up to 30 days to process. For inquiries about exchanging an unusable card email support@giverrang.com or call toll-free at 1-888-295-0360.

13. Expirations and Fees

Funds Expiration

Except where prohibited by law Card funds will expire in 5 years. In certain states unused funds may escheat to the state after some time, which may be before the 5 year Card expiration. Please refer to the Unclaimed Funds Subsection in Section 3 for further guidance.

Rewarded Funds Expiration

If you receive a Card or Card funds for free as part of a promotion by law the rewarded funds are considered “promotional” in nature and may be subject to expiration. Please be sure to



check disclaimers on the Card, Program webpage, or other Program collateral for expiration rules and details.

Fees

Unless otherwise noted below, all fees are imposed by and retained by Giverrang.

Card Purchase Fees

When purchasing a Card, the Purchaser may be charged the value for which the Card may be redeemed ("Card Funds") plus applicable activation, processing, support, delivery and transaction fees ("Purchase Fees") less any non-refundable discount, where applicable, in the amount disclosed to the Purchaser at the time of sale. The Purchase Fees, if any, will be paid directly by the Purchaser to Giverrang via the Program and will not be deducted from the funds on the Card.

Maintenance Fee

EXCEPT WHERE PROHIBITED BY LAW, A 5% FEE WILL BE DEDUCTED MONTHLY BASED ON THE CARD BALANCE STARTING ON THE FIRST DAY AFTER ONE-YEAR OF INACTIVITY. ACTIVITY MEANS ANY ACTION RESULTING IN AN INCREASE OR DECREASE IN THE CARD BALANCE OTHER THAN THE IMPOSITION OF A FEE, OR AN ADJUSTMENT DUE TO AN ERROR OR REVERSAL OF A PRIOR TRANSACTION. CHECKING THE BALANCE ALSO CONSTITUTES ACTIVITY. For Card expiration and inactivity details visit mylocalgiftcard.com or call toll-free at 1-888-295-0360.

Replacement Card Fee

Unless prohibited by law, if a replacement Card is issued for a lost, stolen or damaged card, a \$5.00 Replacement Card Fee will be charged.

14. Dispute Resolution

Disputes between any parties shall be resolved as described in the [Terms](#).

15. Contact Us

If you have any questions about these Card Terms or would like to resolve any issues with your Card please contact us by email at support@giverrang.com, toll-free at 1-888-295-0360, or by postal mail to Giverrang, 26 Buckingham Street, Bristol, CT 06010