



## Terms and Conditions for Giftex Prepay Services

### **1. INTRODUCTION**

Welcome to the Giftex Prepay family of media properties—providing independent intelligence in prepay.

These Terms and Conditions govern your use of all Giftex Prepay products and services. The Giftex Prepay products and services include, but are not limited to: the giftexprepay.com website; the Giftex Prepay email newsletter; Global Prepay Intelligence; the Giftex Prepay Guide to Gift Cards; the Giftex Prepay Guide to Buyer Behaviour; (hereinafter collectively referred to as the “**Giftex Prepay Products and Services**”).

The Giftex Prepay Products and Services are owned by GIFTEX PREPAY LTD (“**Giftex Prepay**”). Giftex Prepay and its affiliated entities are collectively referred to herein as “**we**” or “**us.**”

### **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING ANY GIFTEX PREPAY PRODUCTS AND SERVICES.**

These Terms and Conditions (“**Terms and Conditions**”) constitute the agreement between you, on the one hand, and Giftex Prepay on the other hand, governing your use of and subscription to the Giftex Prepay Products and Services. By clicking on the “**AGREE**” button, by using any Giftex Prepay Product or Service as a Registered User, a Paid Subscriber or otherwise, and/or by subscribing to the Giftex Prepay Products and Services (either as an individual or via a corporate subscription) you signify your agreement to these Terms and Conditions.

**If you do not agree to these Terms and Conditions, you are hereby given notice that you may not use the Giftex Prepay Products and Services.** As our business is constantly evolving, we reserve the right, in our sole discretion, to amend, modify, add or delete portions of these Terms and Conditions at any time in accordance with the procedures set forth below in section 10 labeled “Amendment.” Please check these Terms and Conditions periodically for changes.

### **2. REGISTERED USERS AND PAID SUBSCRIBERS**

The Giftex Prepay Products and Services are available, in varying degrees, to Registered Users and Paid Subscribers, as those terms are defined below.

You are a Registered User if you elect to register at the giftexprepay.com website (or as Giftex Prepay otherwise permits), to access, receive and/or use, as applicable, those Giftex Prepay Products and Services that are made available for free.

To become a Registered User, you must provide certain information about yourself as prompted by the “Registration” portion of the giftexprepay.com website. You will **not** be required to pay a fee to become a Registered User, however, your access to, receipt of, and/or use of the Giftex Prepay Products and Services will be limited in that you will **not** be able to access, receive and/or use pages, information, materials, content, products, features and/or services that are available to Paid Subscribers only.

Registered Users are subject to all provisions of these Terms and Conditions other than the provisions of Section 3, which are only applicable only to individual Paid Subscribers (as those terms are defined below).

You are a Paid Subscriber if you elect to subscribe at the giftexprepay.com website (or as Giftex Prepay otherwise permits), to access, receive and/or use, as applicable, those Giftex



Prepay Products and Services that are made available in exchange for a subscription fee. To become a Paid Subscriber, you (or your institution) must provide certain information about yourself as prompted by the "Subscription" portion of the [giftexprepay.com](http://giftexprepay.com) website.

You (or your institution) will be required to pay a fee to become a Paid Subscriber, and to comply with all other payment terms set forth in these Terms and Conditions and/or in the applicable subscription application form and accompanying documentation. Upon receipt of payment consistent with Section 3 herein, you will be entitled to access, receive and/or use all of the Giftex Prepay Products and Services for the applicable subscription term, including without limitation all information, materials, content, products, features and/or services that are available to Paid Subscribers only. Paid Subscribers are subject to all provisions of these Terms and Conditions.

Notwithstanding the foregoing, Giftex Prepay may elect, in its sole discretion, to make certain subscription-only Giftex Prepay Products and Services available to Registered Users for free, from time to time, for marketing or other purposes as it elects in its sole discretion.

### **3. INDIVIDUAL SUBSCRIPTIONS**

For individual, non-corporate Paid Subscribers only:

#### **General Terms**

A new subscription will become effective within five (5) business days after Giftex Prepay receives the completed subscription application form, and will be in effect for twelve months from that effective date ("**Initial Subscription Term**"). The subscription will automatically renew for successive twelve-month periods thereafter (each a "**Renewal Term**"), so long as annual subscription fees are paid. Either party may elect not to renew this subscription, effective on the next renewal date, provided that the nonrenewing party gives the other party at least 30 days advance written notice.

Either party may also elect to cancel this subscription at any time, with or without cause, provided that the canceling party gives the other party at least 30 days advance written notice. If we terminate without cause, we may, in our sole discretion, refund to you the unused portion of your annual Subscription Fee on a pro rata basis. Regardless of which party cancels, upon the effective date of said cancellation, you must discontinue use of all Giftex Prepay Products and/or Services, and destroy all materials of any kind received from Giftex Prepay in connection with the provision of the Giftex Prepay Products and Services.

The annual fee for a twelve-month subscription is £495 / £990 / €650 (the "**Subscription Fee**"). This fee may be raised or lowered by written notice to the Paid Subscriber, which notice must be at least 30 days before the increase or decrease is set to take effect. Subscription renewals must be paid on or before the renewal date or the subscription will be cancelled. Notwithstanding the foregoing, Giftex Prepay may elect to offer discount subscription rates and/or promotional incentives to Paid Subscribers. The terms governing any such discount subscription rates and/or promotional incentives will be determined solely by Giftex Prepay in its sole discretion. Discount subscription rates and/or promotional incentives are not applicable on a retroactive basis.

Once a Paid Subscriber has paid the Subscription Fee for given subscription term, any and all discount subscription rates and/or promotional incentives that are/were available for that subscription term are null and void, even if such discounts/incentives were advertised prior to the payment of the Subscription Fee.

The Paid Subscriber shall be responsible for all costs associated with establishing access to the Giftex Prepay Products and Services, including but not limited to any telecommunications or other charges imposed by carriers, proprietary network operators and Internet access providers, or licenses for browser software, if any.



## Payment Terms

### Automatic Recurring Payment

By accepting these Terms and Conditions, you authorize an automatic recurring payment to Giftex Prepay from the credit, debit or other bank card provided at the time of your subscription in the amount of £495 / £990 / €650. An automatic recurring payment in the amount of £495 / £990 / €650 will be made electronically once at the beginning of each subsequent Renewal Term, regardless of any lower amount that may have been charged for the Initial Subscription Term.

### Frequency of Payments and Changes in Payments

The charge for the Initial Subscription Term will be processed immediately upon receipt of the completed subscription application form. The charge for all Renewal Terms will be processed on the day following the expiration of the Initial Subscription Term or any subsequent Renewal Term (each such day is a "**Renewal Date**"). You understand that this authorization for the automatic recurring payment is *not* a one-time credit card charge authorization, but is instead a recurring authorization. All Subscription Fees are non-refundable.

### Bank Charges

If there are any applicable bank charges for this automatic payment, you will be responsible for the payment of such charges and any service fees or bank charges shall not be deducted from payments to Giftex Prepay.

### Automatic Recurring Payment Failure

If the automatic recurring payment is declined, you give Giftex Prepay the authority to make corrections to any information and resubmit the charge against this credit, debit or bank card. We may permanently restrict your ability to use a certain payment method if that payment method fails multiple times.

### Changing Automatic Recurring Payment Details

If you would like to change your automatic recurring payment details including, for example, making a change from one credit, debit or bank card that was initially selected to another credit or debit or other bank card, please contact Giftex Prepay by mail or email via the contact information in Section 12 below.

### Cancellation of Automatic Recurring Payment

Any credit card authorization received by Giftex Prepay shall remain in effect until withdrawn by you in writing. Refunds are not offered on Subscription Fees. The automatic payment plan will remain in effect until you give written notice to Giftex Prepay of termination of these Terms and Conditions, consistent with Section 10 herein.

## Terms of Use

In exchange for the Subscription Fee, Giftex Prepay hereby grants a Paid Subscriber a non-exclusive, nontransferable right and license:

- (a) To access and use the Giftex Prepay Products and Services for the Paid Subscriber's personal use according to the terms and conditions set forth herein.
- (b) In connection with the foregoing, to download one copy of Giftex Prepay Content on any single computer owned/leased, operated, and controlled by the Paid Subscriber, and to create one off-line printout of Giftex Prepay Content, which may be used solely for personal use.

Except as expressly authorized in these Terms and Conditions, each Paid Subscriber further agrees not to

- (i) modify or create any derivative works of the Giftex Prepay Products and Services and/or the Giftex Prepay Content (as hereinafter defined),
- (ii) rent, lease, sublicense, distribute, transfer, share, electronically forward, copy, reproduce, display, modify, store or time-share, reverse engineer, the Giftex Prepay Products and Services and/or the Giftex Prepay Content,



(iii) remove or alter any trademark, copyright or other proprietary notice in the Giftex Prepay Products and Services and/or Giftex Prepay Content,  
(iv) download, forward or copy quantities of Giftex Prepay Content that can be used to avoid third-party subscriptions for the Giftex Prepay Products and Services, or  
(v) market or use the Giftex Prepay Products and Services and/or Giftex Prepay Content in an independent commercial manner, including, by way of example but not limitation, use in activities for which the Paid Subscriber charges an independent or enhanced fee to a third party based on the features of the Giftex Prepay Products and Services.

Giftex Prepay reserves the right to change and/or discontinue the Giftex Prepay Products and Services in any way, including any of the information or content included therein, without prior notice to Paid Subscriber.

#### **4. REGISTRATION/SUBSCRIPTION INFORMATION**

In consideration of your use of the Giftex Prepay Products and Services, you represent that you are of legal age to form a binding contract and are not a person barred from receiving the relevant products or services under the laws of the United Kingdom (or any other applicable jurisdiction). You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration and/or subscription processes (the “**User Data**”) and to maintain and promptly update the User Data to keep it true, accurate, current and complete.

If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect as much, we have the right to suspend or terminate your account and refuse any and all current or future use of any Giftex Prepay Product or Service, or any portion thereof.

We are concerned about the safety and privacy of all our users, particularly children.

The Giftex Prepay Products and Services are not directed towards children under the age of 16. As such, we will not knowingly collect personally identifiable information from children under the age of 16. We strongly encourage parents to participate jointly with their children in the exploration of the Internet and use their web browser’s parental controls to limits the areas of the Internet to which their children under the age of 13 may have access.

We expressly disclaim liability for any and all losses and damages arising from your failure to comply with this Section 4 (Registration/Subscription Information).

#### **5. PERSONAL USE**

The Giftex Prepay Products and Services are for your personal use only. You may not use the Giftex Prepay Products and Services for commercial purposes or in any way that is unlawful, or harms us or any other person or entity, as determined in our sole discretion.

#### **6. INTELLECTUAL PROPERTY**

We respect the intellectual property of others, and we ask our users to do the same for us.

Giftex Prepay Products and Services, and the information, content and materials contained therein or offered therewith (collectively “**Giftex Prepay Content**”), are proprietary to Giftex Prepay Ltd, are protected by copyright and other intellectual property laws, and are available to Paid Subscribers and/or Registered Users, as applicable, *for their personal use*. No part of the Giftex Prepay Products and Services or the Giftex Prepay Content may be copied repackaged, transmitted, displayed, uploaded, posted, distributed, shared with or forwarded to others (electronically or otherwise), or otherwise used in any manner without the prior written permission of Giftex Prepay Ltd, except that you may download one copy of Giftex Prepay Content on any single computer for your personal, noncommercial use only, provided



that (a) you keep intact and do not modify in any way all copyright and other proprietary notices, and (b) you make no modifications to the Giftex Prepay Content.

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE GIFTEX PREPAY CONTENT PROVIDED TO PAID SUBSCRIBERS CONSTITUTES VALUABLE GIFTEX PREPAY INTELLECTUAL PROPERTY. THEREFORE, PAID SUBSCRIBERS EXPRESSLY AGREE THAT THEY WILL USE SUCH GIFTEX PREPAY CONTENT SOLELY FOR PERSONAL NON-COMMERCIAL PURPOSES CONSISTENT WITH THIS AGREEMENT.**

**PAID SUBSCRIBERS ALSO EXPRESSLY AGREE THAT THEY WILL NOT REPRINT OR FORWARD AN ARTICLE, PARAPHRASE OR EXCERPT GIFTEX PREPAY CONTENT, OR OTHERWISE USE THE INFORMATION CONTAINED IN THE GIFTEX PREPAY PRODUCTS AND/OR SERVICES WITHOUT THE EXPRESS WRITTEN PERMISSION OF GIFTEX PREPAY LTD.**

To request permission to reproduce or use any Giftex Prepay Product or Service, any Giftex Prepay Content, or any portion of either of the foregoing, please contact:  
[Casey.mcgrath@giftexprepay.com](mailto:Casey.mcgrath@giftexprepay.com).

Please note that once you are granted permission, reprinted articles must attribute all appropriate credit to the relevant Giftex Prepay Product or Service.

Unauthorized use of the Giftex Prepay Products and Services and/or the Giftex Prepay Content may give rise to both civil and criminal liability. Without limiting the foregoing, the unauthorised reproduction or dissemination of the Giftex Prepay Products and Services and/or the Giftex Prepay Content is a violation of Federal copyright law, and Giftex Prepay Ltd may seek a wide variety of both monetary and non-monetary (i.e., injunctive) relief as a remedy for that violation. Giftex Prepay Ltd intends to monitor the use of its Giftex Prepay Products and Services and Giftex Prepay Content and to actively prosecute any illegal and/or infringing use of its valuable intellectual property.

In addition to any other rights that we may have pursuant to law or equity, we may, in appropriate circumstances and in our sole discretion, take the following action against users suspected of infringing and/or violating our intellectual property rights:

- (i) raise the Subscription Fee immediately (without the three-month notice required by Section 3) in an amount to be set in our sole discretion, and require payment of any additional funds due as a result of the raised fee within a time period set in our sole discretion, and/or
- (ii) disable and/or terminate access to all Giftex Prepay Products and Services immediately and without prior notice.

We may also, in appropriate circumstances and in our sole discretion, disable and/or terminate the account of users who may be repeat infringers of the intellectual property rights of third parties.

If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please contact us at [casey.mcgrath@giftexprepay.com](mailto:casey.mcgrath@giftexprepay.com), and provide us with all relevant information, including a reasonably detailed description of the basis for your claim and appropriate contact information so that we can discuss the matter further with you.

#### **DISCLAIMER**

**THE GIFTEX PREPAY PRODUCTS AND SERVICES, AND ALL GIFTEX PREPAY CONTENT CONTAINED THEREIN OR OFFERED THEREWITH, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-**



**INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT THE GIFTX PREPAY PRODUCTS OR SERVICES, THE GIFTX PREPAY CONTENT, OR ANY USER-GENERATED CONTENT, WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY GIFTX PREPAY PRODUCT OR SERVICE, OR THE SERVERS THAT MAKE SUCH PRODUCTS OR SERVICES AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FURTHERMORE, YOU, THE END-USER ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION RESULTING FROM YOUR USE OF THE GIFTX PREPAY PRODUCTS OR SERVICES.**

**WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF GIFTX PREPAY CONTENT CONTAINED ON OR OFFERED, MADE AVAILABLE THROUGH, OR OTHERWISE RELATED IN ANY WAY TO ANY GIFTX PREPAY PRODUCTS OR SERVICES, NOR WITH RESPECT TO ANY THIRD-PARTY SITES OR SERVICES LINKED TO FROM ANY GIFTX PREPAY PRODUCT OR SERVICE OR GIFTX PREPAYWEBSITE, IN TERMS OF THEIR CORRECTNESS, ACCURACY, CURRENTNESS, COMPLETENESS, RELIABILITY, SAFETY OR OTHERWISE. ANY PERSON OR ENTITY WHO ACTS UPON ANY INFORMATION INCORPORATED IN THE GIFTX PREPAY PRODUCTS OR SERVICES OR THE GIFTX PREPAY CONTENT, OR WHO OTHERWISE CHANGES POSITION IN RELIANCE THEREON, DOES SO ENTIRELY AT SUCH PERSON'S/ENTITY'S OWN RISK.**

Without limiting the foregoing, the Giftex Prepay Products and Services are not intended to provide advice or recommendations of any kind. The Giftex Prepay Products and Services, and the information contained therein, are intended for educational, informational, and research purposes only.

Accordingly, Giftex Prepay does not purport to offer any advice regarding the suitability of any particular course of action, and it assumes no responsibility or liability for any advice or other guidance that a Registered User and/or Paid Subscriber may take from the Giftex Prepay Products and Services. Prior to making any business decisions, each Registered User and/or Paid Subscriber is advised to conduct all necessary due diligence as may be appropriate under the circumstances.

**APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS UNDER APPLICABLE LAW.**

Each Registered User and Paid Subscriber hereby irrevocably waives any claim against us with respect to the Giftex Prepay Products and Services, the Giftex Prepay Content, and any User-Generated Content.

We expressly disclaim any responsibility for the accuracy, completeness or availability of information, content and materials found on sites that link to or from any Giftex Prepay Product and Service or Giftex Prepay website. We cannot ensure that you will be satisfied with any products or services that you purchase from a third-party site that links to or from any Giftex Prepay Product and Service or Giftex Prepay website, or any third party information, content or materials contained on or incorporated in any Giftex Prepay Product and Service or Giftex Prepay website, including without limitation User-Generated Content. We do not endorse any of the merchandise, nor have we taken any steps to confirm the accuracy, completeness or reliability of, any of the information, content or materials contained on any third-party site.



We do not make any representations or warranties as to the security of any information, content or materials (including without limitation credit card and other personal information) you might be requested to give to any third party on or through any such third party website, all of which will be governed by the applicable terms and conditions of use, privacy policies and other relevant agreements governing the use of such third party website. You, the Registered User and/or Paid Subscriber hereby irrevocably waive any claim against us with respect to information, content and materials contained on any third party sites, and any liability arising from or in connection with information, content or materials provided by you to such third party sites (including without limitation credit card and other personal information). We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

## **7. MODIFICATIONS TO GIFTTEX PREPAY PRODUCTS OR SERVICES**

We reserve the right to, at any time and from time to time, disable or disallow a specific user's access to the Giftex Prepay Products and/or Services (regardless of whether the specific user in question is a Registered User or a Paid Subscriber), modify or discontinue, temporarily or permanently, all or any portion of the Giftex Prepay Products or Services, with or without notice to Registered Users or Paid Subscribers, in our sole discretion. By agreeing to these Terms and Conditions, each Registered User and Paid Subscriber acknowledges that we will not be liable to you or any third party for any modification, suspension or discontinuance of the Giftex Prepay Products or Services.

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAY CHANGE THE GIFTTEX PREPAY PRODUCTS OR SERVICES, OR DELETE CONTENT OR FEATURES OF EITHER OF THE FOREGOING IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON IN OUR SOLE DISCRETION.**

## **8. OUR CONTENT REMOVAL RIGHTS**

We reserve the right, but disclaim any obligation or responsibility, to remove, in our sole discretion, any User-Generated Content from any Giftex Prepay Products or Services that violate the Terms and Conditions as stated herein and to comply with any subpoena, order or otherwise cooperate with law enforcement officials regarding the identification of any user alleged to be using a Giftex Prepay Product or Service in violation of the law. If we deem appropriate, in our sole discretion, we reserve the right to preserve a record of any such User-Generated Content and remit all or a portion of such records to law enforcement officials.

## **9. ADVERTISING; THIRD PARTY CONTENT; LINKS**

As consideration for using the Giftex Prepay Products or Services, you acknowledge and agree that we may display advertisements and other information adjacent to our sponsored content.

You should be aware that when you are using Giftex Prepay Products or Services, there is a chance you could be directed to other websites that are beyond our control. There are links to other sites from pages on Giftex Prepay websites or emails that are part of Giftex Prepay Products or Services that take you outside of our service. For example, if you click on a banner advertisement, this may take you off the Giftex Prepay.com website. This includes content partners that may use our logo(s) as part of a co-branding relationship. You acknowledge that when you click on a link that leaves a Giftex Prepay Product or Service, the site you will be using is not owned or controlled by us and different terms of use and privacy policies may apply. By clicking on links to other sites, you acknowledge that we are not responsible for those sites. We reserve the right to disable links from third-party sites, although we are under no obligation to do so.

We make no representations concerning the content of sites listed in any of our directories. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright



compliance, legality, or decency of material contained in sites listed in copyright compliance, legality, or decency of material contained in sites listed in our search results or otherwise linked to a Giftex Prepay Product or Service.

## **10. AMENDMENT**

We reserve the right, in our sole discretion, to change, modify, add or delete portions of these Terms and Conditions at any time without notice, and it is your responsibility to review the Giftex Prepay Products and Services, the [giftexprepay.com](http://giftexprepay.com) website, and these Terms and Conditions for any changes. Your use of, and/or your continuing subscription to, any Giftex Prepay Product and/or Service following any amendment of these Terms and Conditions will signify and constitute your assent to and acceptance of such revised Terms and Conditions.

## **11. TERMINATION**

These Terms and Conditions are effective until terminated by either you or us. You may terminate these Terms and Conditions only by

- (i) cancelling and/or not renewing your registration (for Registered Users) or your subscription (for Paid Subscribers),
- (ii) discontinuing use of all Giftex Prepay Products and/or Services,
- (iii) destroying all Giftex Prepay Products and Services in your possession, together with all related documentation and all copies and installations thereof, and likewise destroying all materials of any kind in your possession obtained from Giftex Prepay or from any Giftex Prepay Product or Service, and (iv) by sending us written notice of termination, which must include confirmation of the satisfaction of subsections (i) through (iii) above, by registered UK, postage pre-paid to:

Casey McGrath  
Giftex Prepay Ltd  
10 Greycoat Place  
London SW1P 1SB

We may terminate these Terms and Conditions (and your access to any and all Giftex Prepay Products and Services), at any time, with or without cause and with or without notice to you in our sole discretion. Upon termination, you will no longer have the right to access, receive and/or use the Giftex Prepay Products and/or Services, in whole or in part. Upon our written request, you agree to destroy all Giftex Prepay Products and Services in your possession, together with all related documentation and all copies and installations thereof, and likewise destroy all materials of any kind in your possession obtained from Giftex Prepay or from any Giftex Prepay Product or Service.

Without limiting the generality of the foregoing, we have adopted and implemented a policy that provides for the termination, in appropriate circumstances, of users who are repeat infringers of copyright.

The provisions of these Terms and Conditions which by their nature should survive the termination of these Terms and Conditions shall survive such termination.

## **12. CONTACT INFORMATION**

By mail:  
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