



# Community Terms

## Gift Card Program

Giverrang Inc. (“Giverrang”, “we”, “us”, or “our”) a Delaware corporation with a principal address of 26 Buckingham Street, Bristol, CT 06010 agrees to provide the Program that enables the Program Coordinator to operate a Program in their area. Use of the Program means all parties agree to be in full compliance with these Community Terms.

### **Definitions:**

**Merchant:** A business or organization approved to accept the Program Card.

**Program:** Community Gift Card program, which includes associated websites, apps, systems, materials, and support.

**Program Coordinator:** City of La Habra (organization name)

of La Habra, California, 90631 (city, state, zip code).

The Program Coordinator (“you” or “user”) determines which Merchants may participate in the program, and markets the program to the community.

### **Fees & Payments**

You may be required to purchase or pay a fee to access some part of the Program. You agree to provide current, complete, and accurate purchase and account information. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed.

We bill you through an online billing account. Sales tax will be added to the price as deemed required by us. We may change prices at any time. All payments shall be in U.S. dollars.

You agree to pay all charges or fees at the prices agreed to in these Terms, and you authorize us to charge your chosen payment provider for any such amounts. [If your purchase is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation.]



We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Program.

### **Program License**

Giverrang agrees to license its Program to Program Coordinator on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with Program Coordinator's private use, not to be re-sold, and subject to all the terms and conditions of these Terms as they relate to the Program.

Any software and any related documentation is provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Program Coordinator accepts any and all risk arising out of use or performance of any software. You may not reproduce or redistribute any software except in accordance with these Terms.

### **Prohibited Businesses**

Program Coordinator agrees to uphold [Prohibited Merchants Policy](#).

### **Associated Agreements**

Program Coordinator agrees to and will uphold the [Card Terms](#) and [Website Terms](#).

### **Promotional License**

Program Coordinator agrees to allow Giverrang to advertise that Program Coordinator is utilizing the Program. This includes but is not limited to relevant program statistics (number of merchants, funds in circulation, cards in circulation, funds spent to date, total funds purchased all time, total cards created all time), program website content, methods and tips that Program Coordinator used to help run the program. This does not include sensitive financial information such as business or personal bank account or credit card payment information.

### **User Data**

Giverrang will maintain certain data that Program Coordinator transmits, as well as data relating to Program Coordinator's use of the Program. Although Giverrang performs regular routine backups of data, Program Coordinator is solely responsible for all data that Program Coordinator transmits or that relates to any activity Program Coordinator has undertaken.

Program Coordinator agrees that Giverrang shall have no liability to Program Coordinator for any loss or corruption of any such data, and Program Coordinator hereby waives any right of action against Giverrang arising from any such loss or corruption of such data.

### **User Representations**

By using the Program, you represent and warrant that:



- (1) all registration information you submit will be true, accurate, current, and complete;
- (2) you will maintain the accuracy of such information and promptly update such registration information as necessary;
- (3) you have the legal capacity and you agree to comply with these Terms;
- (4) you are not a minor in the jurisdiction in which you reside [or if a minor, you have received parental permission to use the Program];
- (5) you will not access the Program through automated or non-human means, whether through a bot, script or otherwise;
- (6) you will not use the Program for any illegal or unauthorized purpose; and
- (7) your use of the Program will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Program (or any portion thereof).

### **User Registration**

You may be required to register with the Program. You agree to keep your password confidential and will be responsible for all use of your account and password.

### **Modifications**

Giverrang reserves the right to change or modify, suspend or terminate the Program at any time. Giverrang understands there must be reasonable written notice given (no less than 30 days) of any significant proposed changes, including termination of the Program, and reasonable opportunity for the parties to consult to agree on how to best wind down the Program. Giverrang will not be liable to Program Coordinator or any third party for any modification, price change, suspension, or discontinuance of the Program.

### **Availability of the Program**

In operating this Program, the parties recognize that there may be times that Giverrang may experience hardware, software, or other problems or needs to perform maintenance related to the Program which may result in interruptions, delays, or errors. Accordingly, Giverrang reserves the right to change, revise, update, suspend, discontinue, or otherwise modify the Program at any time or for any reason without notice to Program Coordinator for the purpose of making the Program work as well as is reasonably practicable.

So long as Giverrang uses its best, good faith efforts in allowing for use and in reducing any time for Program Coordinator, Merchants, and Consumers inability to use the Program, then it shall have no liability for any loss, damage, or inconvenience caused by the aforementioned parties inability to access or use the Program during any Program downtime. Notwithstanding the foregoing, Product Owner shall use its best, good faith efforts to get the Program in good working order as soon as is practicable by Program Coordinator, Merchants, and Consumers.



### **Terminating Service**

Program Coordinator is free to end the Program and use of the Program at any time by alerting Giverrang staff in writing at least 7 days in advance.

### **Prohibited Activities**

You may not access or use the Program for any purpose other than that for which we make the Program available. The Program may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Program, you agree not to:

1. circumvent, disable, or otherwise interfere with security-related features of the Program, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Program and/or the Content contained therein.
2. engage in unauthorized framing of or linking to the Program.
3. trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
4. make improper use of our support services or submit false reports of abuse or misconduct.
5. engage in any automated use of the Program, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
6. interfere with, disrupt, or create an undue burden on the Program or the networks or services connected to the Program.
7. attempt to impersonate another user or person or use the username of another user.
8. sell or otherwise transfer your profile.
9. use any information obtained from the Program in order to harass, abuse, or harm another person.
10. use the Program as part of any effort to compete with us.
11. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Program.
12. attempt to bypass any measures of the Program designed to prevent or restrict access to the Program, or any portion of the Program.
13. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Program to you.
14. delete the copyright or other proprietary rights notice from any Content.
15. copy or adapt the Program's software, including but not limited to HTML, JavaScript, or other code.
16. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Program or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Program.



17. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
18. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Program, or using or launching any unauthorized script or other software.
19. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Program.
20. use the Program in a manner inconsistent with any applicable laws or regulations.

### **Corrections**

Giverrang shall have the right and the responsibility to correct information within the Program that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information.

### **Dispute Resolution**

#### **Informal Negotiations:**

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least 30 days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

#### **Binding Arbitration:**

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website [www.adr.org](http://www.adr.org).

Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. [If such costs are determined by the arbitrator to be excessive, we will pay all arbitration fees and expenses.]

The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of



reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Hartford County, Connecticut.

Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Hartford County, Connecticut, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.

Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms.

In no event shall any Dispute brought by either Party related in any way to the Program be commenced more than 1 year after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

#### Restrictions:

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

#### Exceptions to Informal Negotiations and Arbitration:

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief.

If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and



such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

### **Disclaimer**

THE PROGRAM IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE PROGRAM AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PROGRAM AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE PROGRAM'S CONTENT OR THE CONTENT OF ANY WEB PROGRAM'S LINKED TO THE PROGRAM AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PROGRAM, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PROGRAM, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PROGRAM BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PROGRAM. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PROGRAM OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE PROGRAM, ANY HYPERLINKED WEB PROGRAM, OR ANY WEB PROGRAM OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PROGRAM'S OR SERVICES. AS WITH THE PURCHASE OF A PROGRAM OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

### **Limitations on Liability**

IN NO EVENT WILL GIVERRANG OR GIVERRANG'S DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO PROGRAM COORDINATOR OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM PROGRAM COORDINATOR'S USE OF THE PROGRAM, EVEN IF GIVERRANG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. [NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, GIVERRANG'S LIABILITY TO PROGRAM COORDINATOR FOR ANY CAUSE WHATSOEVER



AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSOR OF THE AMOUNT PAID, IF ANY, BY PROGRAM COORDINATOR TO GIVERRANG DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO PROGRAM COORDINATOR, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO PROGRAM COORDINATOR AND PROGRAM COORDINATOR MAY HAVE ADDITIONAL RIGHTS.]

### **Indemnification**

Program Coordinator agrees to defend, indemnify, and hold Giverrang harmless, including Giverrang's subsidiaries, affiliates, and all of Giverrang's respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of Program Coordinator's operation of the program.

### **Miscellaneous**

There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms or use of the Program. You agree that these Terms will not be construed against us by virtue of having drafted them.

### **Notice**

Notices under this Agreement shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

- a. **Giverrang, Inc., 26 Buckingham Street, Bristol, CT 06010**
- b. **Organization and Address written under "Program Coordinator" in the "Definitions" section of page 1**

- c. Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

### **Governing Law**

This Agreement shall be construed in accordance with the laws of the State of Connecticut.

### **Entire Agreement**

This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. This Agreement may be modified or amended in writing, if the writing is signed by the parties obligated under the amendment. These Terms operate to the fullest extent permissible by law.

**Severability**

If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**Waiver**

The failure of either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**Binding Effect**

The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**Contract Length**

This contract will enforce the rules of Giverrang and Program Coordinator's relationship from the date of execution and will continue indefinitely until either party has ended participation in the Program.

**Change of Addendum**

The terms of the addendum will not change unless both parties have mutually agreed to amendments.

**Contact Us**

If you have questions or concerns, please contact us directly at [legal@giverrang.com](mailto:legal@giverrang.com) by calling us at 860-506-5822, or by postal mail at:

Giverrang Inc.  
26 Buckingham St  
Bristol, CT, 06010



**Representative Signature**

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Program Coordinator Name & Title (Print)

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Date

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Program Coordinator (Signature)

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Date