

Terms of Service *

Givebacks, Inc. Terms of Service

Last updated: June 30, 2023

Givebacks, Inc., a Delaware corporation (“Givebacks” or “We”), offers access to its websites (each, a “Website”), mobile applications, browser extensions, and other software applications (collectively, including the Websites, the “Applications”) and its shopping, rebate, and deals offerings (together with the Applications and as updated and modified from time-to-time, the “Services”) to (i) individuals (each, a “Supporter”), (ii) not-for-profit organizations, such as a parent teacher associations (each, a “Nonprofit”), and (iii) for-profit entities (each, a “Brand”), each on the terms and conditions set forth herein (the “Terms of Service”).

These Terms of Service constitute a legal agreement between Givebacks and you, where “you”, as used throughout these Terms of Service, refers you individually as a Supporter, your Nonprofit if you are using the Services on behalf of such Nonprofit, or your Brand, if you are using the Services on behalf of such Brand. If you are using the Services on behalf of a Nonprofit or Brand, you hereby represent and warrant that you have the authority to bind such Nonprofit or Brand to these Terms of Service.

By using the Services, including merely visiting a Website, downloading an Application, or creating an account, you are agreeing to these Terms of Service. If you do not agree to these Terms of Service, then you must leave the Website and remove the Application immediately, as applicable, and you should not create an account within the Services.

IMPORTANT: THESE TERMS OF SERVICE CONTAIN A MANDATORY ARBITRATION PROVISION AND CLASS ACTION WAIVER THAT, AS FURTHER SET FORTH IN SECTION 11 BELOW, REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. THIS MEANS THAT YOU ARE GIVING UP THE RIGHT TO SUE IN COURT OR IN CLASS ACTIONS OF ANY KIND.

1. ACCESS RIGHTS; SUBSCRIPTION SERVICES; OWNERSHIP

1.1. **Right to Access.** Subject to these Terms of Service and to any limitations set forth on the Websites or within the Applications, Givebacks grants you a nonexclusive, nontransferable, revocable, non-licensable limited license and right to access and use (the “Access Rights”) the Services and solely during the Subscription Term (as defined below). Givebacks may, in its sole discretion, change, delete, or discontinue all or any part of the Services.

1.2. **Registration.** In order to gain access to certain features and functionality of the Services, or if you are a Nonprofit or Brand, then you must create an account (an “Account”) by submitting all information requested by Givebacks on an Application. You represent that all information you provide to Givebacks in such submission and at any other time during or after the account creation process (the “Registration Information” and such process, the “Registration Process”) will be true, accurate, complete, and current and that you will promptly update your Registration Information as necessary to ensure that it is, at all times, true, accurate, complete, and current. Givebacks may utilize third-party sign-on services, such as those made available by Facebook and Google, to make it easier for you to sign-in or create your Account. Any use of such a third-party sign-on service is subject to the terms and conditions and privacy policies of such third parties. You may not create an Account on behalf of any person other than yourself, your Nonprofit, or your Brand, as applicable. You acknowledge and agree that your Registration Information may be shared with applicable Nonprofits, Brands, and Supporters as part of the Services.

1.3. Authorized Users. Each Supporter, Nonprofit, and Brand may have only one account. Nonprofits and Brands may authorize more than one user to be associated with their Accounts (each, together with each Supporter, a “User”). The Services may only be used by authorized Users. You will be solely responsible for authorizing any individuals to be Users. You will at all times be responsible for any breach of these Terms of Service by any authorized User of your Account, regardless of whether such action was authorized by You. Any action taken by an authorized User of your Account in connection with the Services shall be deemed to be an action taken by you for purposes of compliance with these Terms of Service. References in these Terms of Service to “you” shall include all Users of your Account, as applicable.

1.4. Documentation. The Applications contains textual and/or graphical materials that describe the features, functions, and uses of the Services made available to Users from time-to-time (the “Documentation”). Givebacks may offer or limit certain features, functionality, and User rights within the Services on a differentiated basis to Users based on their identity as a Supporter, Nonprofit, or Brand, based on whether you have an Account, and based on other criteria that Givebacks may change in its sole discretion from time to time.

1.5. Proprietary Rights; No Implied Licenses. The Applications, the Services, including without limitation all software code thereto, the Givebacks Content (as defined below), Documentation, Analytics (as defined below), and all content and materials that are not directly associated with a User, Brand, or Nonprofit that appear in an Application or in the Services, and all improvements, modifications, derivative works or innovations made thereto and all Intellectual Property Rights therein (collectively, the “Givebacks Materials”), are, as between the parties, the exclusive property of Givebacks, even if such improvements, modifications, derivative works or innovations result from suggestions, enhancement requests, recommendations or other feedback provided by User. Except for the Access Rights expressly granted herein, all rights in and to all of the foregoing are reserved by Givebacks. These Terms of Service do not convey to you any rights of ownership or other Intellectual Property Right in, to, or under any Givebacks Materials. No right is granted to distribute, publish, modify, adapt, translate or create derivative works of the Givebacks Materials. You shall accurately reproduce all proprietary notices, including any copyright notices, trademark notices, or confidentiality notices that are contained within the Givebacks Materials. Nothing in these Terms of Service will be deemed to grant to you any right to receive a copy of any software underlying any Application or Services, in either object or source code form. Givebacks shall own all Intellectual Property Rights related to any feedback, comments, or suggestions you provide to Givebacks with respect to the Givebacks Materials, and you hereby assign all such Intellectual Property Rights to Givebacks. As used herein “Intellectual Property Rights” means the exclusive rights held by the owner of a copyright, patent, trademark, or trade secret, including: (a) the rights to copy, publicly perform, public display, distribute, adapt, translate, modify and create derivative works of copyrighted subject matter; (b) the right to exclude another from using, making, having made, selling, offering to sell, and importing patented subject matter and from practicing patented methods; (c) the rights to use and display any marks in association with businesses, products or services as an indication of ownership, origin, affiliation, endorsement, or sponsorship; and (d) the rights to apply for any of the foregoing rights, and all rights in those applications. Intellectual Property Rights also include any and all rights associated with particular information that are granted by law and that give the owner, independent of contract, exclusive authority to control use or disclosure of the information, including enforceable privacy rights and any rights in databases recognized by applicable law.

1.6. Analytics. As used herein, “Analytics” means information, data, statistics, metadata, inferences, interrelationships, and/or associations generated by or from the Services, or regarding any User’s use of the Services. Givebacks may create, collect, use and disclose Analytics for industry analysis, benchmarking, analytics, marketing, and other business purposes in support of the provision and improvement of the Services, and for any other purpose not prohibited by the Privacy Policy (as defined below).

1.7. Privacy. Givebacks’ collection, use, and disclosure of your and each User’s personal information, and of any data or Analytics relating to User’s use of the Applications or Services, is governed by the [Givebacks Privacy Policy](#), as it may be updated from time-to-time in Givebacks’ sole discretion (the “Privacy Policy”).

1.8. Third-Party Providers. Givebacks uses third-party service providers (“Third-Party Providers”) to provide various essential services to Givebacks and to you in connection with the Services, including without limitation to process payments, find and provide Offers (as defined below), process and complete Rewards (as defined below). You agree that Givebacks is allowed to share User Content and other data about you with Third-Party Providers and others in connection with its provision of Services, as set forth within the Services, and otherwise as set forth in our Privacy Policy. You agree to comply with, and you acknowledge and agree that the terms of each such Third-Party Provider made available to you at or in connection with a transaction or otherwise, as well as all legal terms and privacy policies of such Third-Party Providers reference with the Services, shall be binding upon you, and you agree that all such terms and conditions are hereby made a part of these Terms of Service with respect to your use or enjoyment of such services. You may need to establish an account, link an account, or provide account details with or to one or more Third-Party Provider to complete a transaction, receive Offers, or receive Rewards or other funds from Givebacks in connection with transactions described in these Terms of Service. For the avoidance of doubt, the Offers, the payment, and receipt of any Rewards, and the purchase of any product or service are subject to the terms of all applicable Third-Party Providers and merchants. Further, you acknowledge and agree that Visa, American Express, MasterCard and such other entities as named in the Services from time to time shall be deemed to be Third-Party Providers for purposes of these Terms of Service. Use of any third-party website shall be governed by terms of use or other applicable legal conditions such website.

2. USER RESPONSIBILITIES

2.1. Access Credentials. You will, and you will ensure that each authorized User will, safeguard the devices, computers, and networks used to access the Services and safeguard and keep confidential all login information, passwords, and security protocols through which User accesses and uses the Services (“Access Credentials”). Givebacks reserves the right, in its sole discretion and without liability to you or any User, to take any action Givebacks deems necessary or reasonable to ensure the security of the Services and User’s Access Credentials and account, including terminating any User’s access, changing passwords, or requesting additional information to authorize activities related to any Account.

2.2. General Restrictions on Use. You and each User shall comply with all applicable laws in the use of the Services and to not act outside the scope of the rights that are expressly granted by these Terms of Service. You will not, and you shall ensure that your authorized Users will not, (a) make the Services available to anyone else; (b) commercially exploit, sell, resell, license, sublicense, rent, lease, or distribute the Services or any Platform Content or include any Services, Platform Content, or any derivative works thereof in a service bureau or outsourcing offering; (c) copy, modify, or make derivative works based upon the Services or any Platform Content, except for reasonable personal use of Platform Content as provided by the Services in accordance with the Documentation; (d) create internet “links” to the Services or “frame” or “mirror” any reports contained in, or accessible from, the Services on any other website, server, wireless or Internet-based device; (e) access the Services for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes; (f) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component underlying the Services are compiled or interpreted; (g) access the Services by electronic agent, “bot”, or other automated means or otherwise scrape or index any part of the Services; (h) interfere with or disrupt the integrity or performance of the Services, the Applications, or the data contained therein or disrupt any servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; or (i) utilize the Services in order to (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable law; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful, unsafe, malicious, abusive, or tortious material, including material harmful to children or violative of third party privacy rights; or (iii) send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents or programs or plant malware on Givebacks’ computer systems, those systems of its third party service providers or vendors, or otherwise use the Services to attempt to upload and/or distribute malware. Compliance with the restrictions set forth in this Section 2.2 is an essential basis of these Terms of Service, and you agree to reimburse Givebacks for attorneys’ fees and court costs incurred in connection with any lawsuit brought by Givebacks in which a court or arbitrator finds that you have breached any provisions of this Section 2.2.

2.3. **Age.** People below the age of 16 should not use the Services or create accounts; please see our Privacy Policy for further information. The Services are not directed to, and not intended for the use of, children under the age of 16.

3. TRANSACTIONS; PURCHASES; OFFERS

3.1. Purchases.

- a. The Services may include functionality that allows Nonprofits to sell goods and services, including membership fees, and to accept donations (collectively, "Products") through an electronic storefront (an "eStore"). The Services may also include functionality that allows Brands to sell goods, services, or vouchers ("Brand Offers") that each Nonprofit may offer through its eStore. When available, a Nonprofit can add Brand Offers to its eStore, as set forth in the Applications from time to time. Each Nonprofit is solely and exclusively responsible for all Products, and each Brand is solely and exclusively responsible for each Brand Offer, including without limitation in each case with respect to the accuracy of the descriptions of the Products and Brand Offers, the fulfillment of the transaction, the care and quality of the Products and Brand Offers, and the delivery of any good and services. Givebacks does not verify, validate, or collect evidence of any regulatory authorization, license, or certification from any Brand. Brand Offers, available Products, other available programs, functionality, and pricing may change at any time in Givebacks' sole discretion, without notice. All purchases are subject to the terms of the applicable Nonprofit or Brand set forth with respect to each applicable Product or Brand Offer.
- b. The Services may allow you to complete a purchase without creating an Account. You covenant and agree that you will provide complete and accurate information relevant to your purchase including, without limitation, your credit or debit card number, the expiration date of your payment card, and your billing address. You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any purchase; and that (ii) the information you supply to us is true, correct and complete. Givebacks shall have no responsibility for any incident arising out of, or related to, the information provided at checkout. Givebacks is not responsible for the performance of any Third-Party Provider used for purposes of credit card processing or payment services. Givebacks may, in its sole discretion, verify a user's identity prior to processing a purchase.
- c. Givebacks may refuse to process a purchase, may cancel a purchase, or may limit quantities, as it deems necessary in its sole discretion, to comply with applicable law or in the event of actual or suspected misrepresentation, fraud, or breach of these Terms of Service. If a Product or Brand Offer becomes unavailable between ordering and processing, Givebacks will either cancel or not process the order and will notify you by email. Givebacks does not guarantee that it offers best available rates or prices and does not guarantee against pricing errors. Givebacks reserves the right, in its sole discretion, to correct any error in the stated price of a Product or Brand Offer. We reserve the right to refuse or cancel a purchase at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.
- d. You agree that any and all transactions made through the Services are non-refundable. Refunds for cancelled orders may be issued where appropriate, in Givebacks' sole discretion.
- e. Givebacks may retain a portion of the amount paid for each Product and Brand Offer as described or set forth in the Services, which amount includes its own service fee and any fees required to be paid to third parties. Givebacks may change the amount it retains from each transaction from time to time in its sole discretion; provided, however, that if Givebacks and Brand have entered into a separate written agreement that includes a description of the amount Givebacks shall retain with respect to a particular Brand Offer, then Givebacks shall retain such amount in accordance with the terms of such separate agreement. If you are a Nonprofit, you may be required to pay for your use of our Services or third party services using a credit card, a debit card, or a bank transfer at our then-current subscription fee. We may offer free trials or special promotions from time to time, including reduced or waived group subscription fees. These trials and promotions are offered at our sole discretion, and can be modified or cancelled at any time, without prior notice. Such trials, special promotions or reduced pricing may be, at our sole discretion, subject to the display of advertisements when using the Services and/or use of certain applications or services as part of the Services. In the event you do not allow or opt-out of such advertisements or fail to use the specified applications or services, you would owe us the difference

between the then-current subscription fee and the amount you paid, if any, for the Services. You can cancel your free trial or your paid subscription at any time, and your payment method will not be charged again after your cancel. We do not offer refunds for our Services or fees.

3.2. **Offers; Rewards; Payment Cards.**

- a. The Platform Content may include offers for Supporters to receive discounts, rewards, cash back, or other incentives (each, a "Reward") for the purchase of specified goods or services from third-party merchants (collectively, "Offers"), which Offers may be procured and made available directly by Givebacks or through Third-Party Providers. Offers may be available to User through one or more Application or may be provided to User by linking User's Account to a payment card (a "Card-Linked Offer"). Givebacks and its Third-Party Providers may make Offers available to User in their sole discretion based upon factors of their choice, including without limitation fees paid to Givebacks or such Third-Party Provider by applicable merchants. Each Offer, and the payment of any Reward, is subject to the following: continued availability; current Account enablement at the time of purchase; technical requirements of web browsers, depending on each Application, such as the enablement of "cookies" or prompt completion of purchase after enabling certain Offers; the absence of other technical failures; Third-Party Provider and merchant approval and processing; and exclusions, such as with respect to certain products and services on a merchant-by-merchant basis, taxes, fees, shipping, gift-wrapping, discounts, credits, returns, and cancellations; and other limits or limitations imposed by Givebacks or applicable Third-Party Providers, in their sole discretion, such as relating to the aggregate number of Rewards obtained, timing or days of the week on which Rewards are available, or transaction size. For the avoidance of doubt, Offers are subject to rescission and cancellation at all times, even after User completes the applicable transaction referenced in an Offer and even if the Services state that User has earned a Reward or User receives a notification that User has earned a Reward, due to the limitations set forth in the preceding sentence and otherwise.
- b. In order to opt-in to certain Program Content and to access certain features or portions of the Services, including without limitation to enable Card-Linked Offers, Users may be required to enter and submit payment card details and other information as set forth in the Applications. User represents and warrants that it has the right to use each such payment card provided to Givebacks. By providing payment card information, User authorizes Givebacks and its Third-Party Providers to use and store the card and to request, access, view, and display information, data, and other content related to the usage and purchase history of each such payment card for the purpose of providing and fulfilling Offers, as otherwise described in the Services, and as set forth in the Privacy Policy and the applicable Third-Party Provider's terms and privacy policies. User agrees to provide current, complete and accurate purchase, payment card, and billing information and to promptly update such information as necessary. Providing any untruthful or inaccurate information is a breach of these Terms of Service. Givebacks may utilize the services of Rewards Network Establishment Services Inc. in connection with Card-Linked Offers. User may only be a member of one loyalty program operated by Rewards Network Establishment Services Inc. at any given time.
- c. Not all Visa, MasterCard, and American Express cards are eligible for registration. Visa, MasterCard, and American Express Corporate cards, Visa, MasterCard, and American Express Purchasing cards, non-reloadable prepaid cards, government-administered prepaid cards (including EBT cards), healthcare (including Health Savings Account (HSA) or Flexible Spending Account (FSA) or insurance prepaid cards, Visa Buxx, and Visa-, MasterCard-, and American Express-branded cards whose transactions are not processed through the Visa U.S.A payment system, MasterCard payment system, and/or American Express payment system are not eligible to participate.
- d. Not all transactions with your registered Visa, MasterCard and American Express card are tracked by Visa, MasterCard and American Express. You acknowledge that Visa, MasterCard, and American Express may be unable to monitor every transaction made with your enrolled Visa, MasterCard, or American Express card, including PIN-based purchases, purchases you initiate through identification technology that substitutes for a PIN, payments made through other payment methods (such as a digital wallet or a third party payment app, where you may choose your Visa, MasterCard, or American Express card as a funding source but you do not present your card directly to the merchant), payments of existing

- balances, balance transfers, or transactions that are not processed or submitted through the Visa U.S.A., MasterCard, and American Express payment systems, and that these transactions are not eligible.
- e. If you register a debit card, your transaction must be processed as a 'credit' (i.e., signature) transaction to make sure the transaction can be monitored. Do not use a Personal Identification Number (PIN) when paying for your purchases with your enrolled card if you want the transaction to be eligible for rewards or offer completion.
 - f. As a condition to receiving any Reward, you must: (i) maintain your Account; and (ii) maintain complete and correct Registration Information. Rewards you obtain will be held by a Third-Party Provider for your benefit until you elect to be paid such Rewards. Each such Rewards account will be subject to the terms of such Third-Party Provider, as well as laws and regulations related to abandonment and unclaimed property. Your receipt of Rewards may be subject to additional requirements and terms of Third-Party Providers. Limitations and legal restrictions may exist at the time of payment of any Rewards, including without limitation relating to minimum amounts and linking payment accounts. You further agree to provide additional information we may reasonably request to verify your identity as a condition for receiving payment. Givebacks is not responsible for payments delivered to the wrong address through no fault of Givebacks or for payment errors made by any Third-Party Provider or payment partners. Givebacks is not responsible for lost or stolen payments. In our sole discretion, we may adjust your Rewards account to make adjustments for returns and cancellations and with respect to Offers obtained, cancelled, or terminated. The determination of whether a purchase constitutes the fulfillment of an Offer and qualifies for a Reward is at the sole discretion of Givebacks and its Third-Party Providers. If a merchant or Third-Party Provider fails to report a transaction to Givebacks or fails to make payment to Givebacks for any reason, Givebacks reserves the right to cancel the Reward associated with that transaction. It is your responsibility to check your Account regularly to ensure that Rewards have been properly credited to your Account. If you believe that a Reward has not been correctly applied to your account, you must contact Givebacks within ninety (90) days of the transaction. In addition, Givebacks may make account adjustments for any Reward that Givebacks, in its sole discretion, deems as fraudulent, abusive, unethical, suspicious or otherwise inconsistent with this Agreement or any other applicable law or regulation. Givebacks decisions are final.
 - g. Givebacks may offer you the opportunity to donate Rewards to a charity or cause. Contributions made through Givebacks may not be tax-deductible. You understand that charitable donations are not refundable, and that donation refunds may only be granted in exceptional circumstances. You may be taxed on your receipt of Rewards depending on the tax laws of federal, state and local jurisdictions. You will be solely responsible for any and all tax liability arising out of the consideration received in connection with any member referrals or promotional activities.
 - h. Givebacks receives compensation from Third-Party Providers for referring you and other users to the merchants and Third-Party Providers to purchase goods and services. Givebacks gives a portion of its fees to charities as set forth in the Services from time to time. Additional fees may be paid or payable to Third-Party Providers in connection with the fulfillment of Offers and the collection or payment of Rewards.

3.3. Other Offers. Givebacks may offer Rewards or other incentives for referring other individuals to the Services or for other actions described from time to time in the Services. Each such bonus is subject to terms and conditions specified within the Services and payment of any such bonus is subject to review. Givebacks reserves the right to withhold, deny, or cancel any such bonus and/or terminate your Account if Givebacks, in its sole discretion, deems any bonus or activity as fraudulent, abusive, unethical, suspicious, or otherwise inconsistent with these Terms of Service or the terms of such program, or any applicable law or regulation. Givebacks' decisions are final.

4. CONTENT

4.1. Givebacks provides certain information, data, and other content as part of the Services (the "Givebacks Content"). The Services may include, feature, or link-to information, data, and other content or websites from third parties (collectively, the "Third-Party Content"). The Services also allow for Users to upload User Content. "User Content" means the documents, files, text, data, graphics, images, photos, video or audiovisual content

and any other content uploaded, transmitted or submitted by you via the Services, including all messages sent by any Nonprofit to any other Users. Givebacks Content, Third-Party Content, and User Content are collectively "Platform Content". You retain full ownership to User Content that you have uploaded, transmitted and submitted, provided, that you acknowledge and agree that all User Content will be considered non-confidential and non-proprietary. Further, you hereby grant to us and other Users of the Services that have been provided access to your User Content a limited, non-exclusive, non-transferable (except in our case and only to a successor) license, to access, display, use, view, copy, download and print, where applicable, the User Content.

4.2. You acknowledge and agree that (i) the Services may include features and functionality related to memberships in and among Nonprofits; and (ii) Givebacks may provide access to your User Content, as well as information about you, to certain other Users, Nonprofits, and Brands in connection with such memberships and membership activities. You acknowledge and agree, and consent to, receiving messages from other Users in connection with the Services.

4.3. You are solely responsible for your conduct, the content of your files and folders, your User Content and your communications with others while using the Services, including such User Content's legality, reliability, accuracy and appropriateness. As between Givebacks and you, you are solely responsible for the accuracy and quality of the User Content. You represent, warrant, and covenant that you have, and will have as required under these Terms of Service, the legal right, title, interest and authority to provide Givebacks with access to, use of, and license to the User Content and such access, use and license will not cause a breach of any third-party agreement, violate any right of a third party, or any applicable law. Without limiting the generality of the foregoing, you represent, warrant, and covenant that at all times during the Term, you will have provided all notices, and obtained all consents, reasonably necessary for Givebacks to access and use the User Content to provide the Services, and that the User Content:

- a. is provided to Givebacks in accordance with all applicable laws, does not otherwise violate any applicable law or encourage any conduct that would violate any applicable law, and could not give rise to any civil liability;
- b. will not and does not infringe any intellectual property rights;
- c. will not and does not violate the privacy, publicity, or other rights of third parties or any other law, statute, ordinance or regulation;
- d. will not and does not misrepresent the source of the User Content;
- e. will not and does not misrepresent your identity in any way;
- f. will not use any meta tags or other hidden text or metadata utilizing our trademark, logo URL or product name without our express written consent;
- g. will not and does not contain any viruses, Trojan horses, spyware, malware, worms, time bombs, cancelbots, or other disabling devices or other harmful components intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- h. will not and does not advocate or encourage any illegal activity; and
- i. will not be defamatory, obscene, pornographic, vulgar or offensive; will not promote discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; and will not be violent or threatening or promote violence or actions that are threatening to any other person.

4.4. You are responsible for maintaining and protecting all of your User Content. We will not be liable for any loss or corruption of User Content, or for any costs or expenses associated with backing up or restoring any User Content.

4.5. We have the right (i) to remove or refuse to post any User Content for any or no reason in our sole discretion, (ii) to take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content violates the Terms of Service, infringes any intellectual property right, or other right of any person or entity, threatens the personal safety of users of the Services, or could create liability for us, (iii) to disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to

privacy, (iv) to take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services, and (v) to terminate or suspend your access to all or part of the Services as detailed below.

4.6. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services, including with respect to credit card or transaction data. YOU WAIVE AND HOLD US AND OUR AFFILIATES AND SERVICE PROVIDERS HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

4.7. We do not undertake to review material before it is posted through the Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section. Any product details, pricing, or other information that is included from time to time within the Platform Content are subject to final confirmation by the applicable Third-Party Provider.

4.8. **DISCLAIMERS.** The Platform Content is not intended to make any product recommendation, including with respect to quality, safety, price, or usability. For the avoidance of doubt, Givebacks does not approve or endorse, is not responsible or liable for, and makes no representations as to any Third-Party Content or third parties, products, or services included within the Platform Content, including without limitation with respect to any Product, Brand Offer, or Offer. The inclusion of any such link or such content does not and shall not be interpreted to imply any association, sponsorship, endorsement, or affiliation with any third party, unless expressly stated within the Services. Givebacks shall have no liability whatsoever in connection with any Third-Party Content or User Content. Givebacks is not responsible for any Third-Party Provider, Nonprofit, or Brand modifying, withdrawing from, or discontinuing participation in any transaction, sale, Brand Offer, or Offer. ALL PLATFORM CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE," AND NEITHER GIVEBACKS NOR ANY THIRD-PARTY PROVIDER, NOR ANY SUPPORTER, BRAND, NONPROFIT, OR USER MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE PLATFORM CONTENT OR ANY OFFER, INCLUDING WITHOUT LIMITATION WITH RESPECT TO COMPLETENESS, CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

4.9. **Deletion of Content.** The Platform Content may change from time to time, and Givebacks reserves the right to permanently delete any and all Platform Content, including Platform Content that relates to User. User agrees that Givebacks has no responsibility or liability for the deletion or failure to store any such Platform Content.

4.10. **Reporting Copyright Violations.** The Digital Millennium Copyright Act ("DMCA") sets out the legal system to report notices of alleged copyright infringement. Givebacks will respond to notices of alleged infringement if they comply with the law and the requirements set forth in our Intellectual Property Policy. To submit a claim of copyright infringement, please visit our Intellectual Property Policy and follow the instructions.

5. WARRANTIES

5.1. **Disclaimer of Warranties.** TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, GIVEBACKS, ITS AFFILIATES, THE THIRD-PARTY PROVIDERS, LICENSORS, AND SUPPLIERS (INCLUDING PAYMENT CARD NETWORKS AND PAYMENT PROCESSORS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GIVEBACKS, ITS AFFILIATES, THE THIRD-PARTY PROVIDERS, LICENSORS, AND SUPPLIERS (INCLUDING PAYMENT CARD NETWORKS AND PAYMENT PROCESSORS) DO NOT WARRANT THAT THE SERVICES, FEATURES, FUNCTIONALITY, DATA, CONTENT, ANALYTICS, FEATURES, OR INFORMATION PROVIDED THROUGH THE SERVICES, INCLUDING WITHOUT LIMITATION TRANSACTION DATA OR USER SUBMISSIONS OR OTHER DATA PROVIDED BY OTHER USERS, WILL BE AVAILABLE, UNINTERRUPTED, SECURE, ACCURATE, USEFUL, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS. YOU ASSUME ALL RISK IN CONNECTION WITH THE USE OF THE SERVICES AND WITH RESPECT TO ALL TRANSACTIONS FACILITATED BY THE SERVICES.

Givebacks and the Third-Party Providers shall not be responsible for ensuring and does not represent or warrant that: (a) the Services will meet User's requirements; (b) the Services will be error-free or uninterrupted or that the results obtained from its use will be accurate or reliable; or (c) all deficiencies in the Services can be found or corrected. Givebacks and the Third-Party Providers will not be responsible for loss or corruption of data, in each case whether caused by acts within the control of User or otherwise, including loss of any transaction data, including as a result of the failure of the Services for any reason. Givebacks does not become involved in disputes between Users, or between Users, Brands, Nonprofits, and Third-Party Providers in connection with transactions, interactions within the Services, or the like.

6. INDEMNIFICATION

6.1. You shall defend or settle any claim, suit or proceeding that is brought by a third-party (including any other Supporter, Brand, or Nonprofit) (each, a "Claim") against Givebacks or its affiliates, employees, officers, and directors or any Third-Party Provider arising from: (a) your breach of these Terms of Service (or any breach by an authorized User of your Account); or (b) based on any failure or alleged failure of you to comply with any applicable law, rule, or regulation in connection with your use of the Services.

7. LIMITATION OF LIABILITY

7.1. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF GIVEBACKS, ITS AFFILIATES, THE THIRD-PARTY PROVIDERS, LICENSORS, AND SUPPLIERS (INCLUDING PAYMENT CARD NETWORKS AND PAYMENT PROCESSORS) ARISING OUT OF OR RELATED TO THESE TERMS, THE APPLICATIONS, OR PROVIDING THE SUBSCRIPTION SERVICES, WHETHER ARISING UNDER STATUTE, CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED \$100. THE FOREGOING LIMITATIONS ARE CUMULATIVE AND NOT PER INCIDENT AND SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

7.2. **Exclusion of Consequential and Related Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GIVEBACKS, ITS AFFILIATES, THE THIRD-PARTY PROVIDERS, LICENSORS, OR SUPPLIERS (INCLUDING PAYMENT CARD NETWORKS AND PAYMENT PROCESSORS) HAVE ANY LIABILITY TO USER OR ANY OTHER PERSON FOR ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS, LOSS OF, DAMAGE TO, OR CORRUPTION OF, DATA, LOSS OF USE, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED, WHETHER ARISING UNDER STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR WHETHER SUCH DAMAGE WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES.

7.3. **Release.** You hereby release all claims against Givebacks and each Third-Party Provider and each of their representatives and affiliates in connection with their provision of the Services, Products, Brand Offers, Offers, and Rewards, and the services provided by each of them, with each such third-party being a third party beneficiary of such release.

8. TERM; SUSPENSION; TERMINATION

8.1. **Subscription Term.** These Terms of Service become effective upon the date on which you accept these Terms of Service (the "Effective Date") and shall remain in effect until the Termination Date (as defined below) (the "Subscription Term").

8.2. **Termination.** Your access rights to the Services will expire and terminate upon the earliest of the following (the "Termination Date"): (a) such date as set forth in an Application during the Registration Process; (b) such date as Givebacks provides notice to you of such termination, for any or no reason, including without limitation its cessation of providing the Services on a commercial basis; or (c) such date as you provide notice to Givebacks of such termination, for any or no reason, including through an Application.

8.3. **Effect of Termination; Survival.** Your right to access and use the Services shall terminate immediately upon the expiration or termination of the Subscription Term. Any provisions of these Terms of Service that by their

nature should continue after the Subscription Term, will continue to apply even after the Termination Date, including without limitation, Sections 1.5 (Proprietary Rights; No Implied Licenses), 4.8 (Disclaimers), 5.1 (Disclaimer of Warranties), 6 (Indemnification), 7 (Limitation of Liability), 8 (Term; Termination), 9 (Notices), 10 (Additional Terms Pertaining to Apple), and 11 (General).

9. NOTICES

9.1. You consent to the use of: (i) electronic means to complete these Terms of Service and to deliver any notices or other communications permitted or required hereunder; and (ii) electronic records to store information related to these Terms of Service or your use of the Services. Any notices or other communications permitted to required hereunder, including those regarding modifications to these Terms of Service, will be in writing and given: (x) by us via email (in each case to the address that you provide) or (y) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

9.2. The use of the Services may require use of a mobile device and phone service, wireless mobile data service, and text messaging capability, which must be obtained from your wireless carrier, and may require Internet access, which must be obtained from your service provider; you are responsible for obtaining and paying for such additional services and obtaining a suitable device, including without limitation all usage charges related thereto. You may be required to send and receive, at your cost, electronic communications related to the Services, including without limitation, administrative messages, service announcements, and diagnostic data reports, from us, your mobile carrier or third-party service providers.

9.3. If you agree to receive text messages from the Services, the frequency of messages will vary based on your organizations activity and Message and data rates may apply from your mobile carrier. By providing your consent to participate in this service, you approve any such charges from your mobile carrier. If you do not have an unlimited wireless mobile data plan or text messaging capability, you may incur additional charges from your wireless service in connection with your use of the Services. You are solely responsible for obtaining any additional subscription or connectivity services or equipment necessary to access the Services, including but not limited to payment of all third-party fees associated therewith, including fees for information sent to or through the Services.

9.4. The Services may not work with all devices or all mobile carriers. We make no representations that the Services will be compatible with or provided by all mobile carriers. In the event that fees are charged for the Services, or other third-party service providers charge a fee for the products or services they provide, you agree to pay such fee to the respective party in exchange for your continued use of such products or services. Some services may be subject to different or additional terms (including fees), which you will be required to agree to prior to your use of such services.

9.5. The information in any Services message may be subject to certain time lags and/or delays. You are responsible for managing the types of SMS texts you receive.

10. Additional Terms Pertaining to Apple. The following terms pertain to your use of the Services through a download of our software applications to a device manufactured by Apple, Inc. (together with its affiliates, "Apple"):

10.1. Givebacks and you acknowledge that these Terms of Service are concluded between Givebacks and you only, and not with Apple, and Givebacks, not Apple, is solely responsible for the Services and the content thereof. To the extent that any of these Terms of Service provide for usage rules for the Services that are in conflict with the Apple Media Services Terms and Conditions as of the date on which you agree to these Terms of Service, then such term shall be automatically modified to be made consistent with such terms.

10.2 The license granted to you for the Services, with respect to the version of the Services downloaded from the Apple App Store, is a non-transferable license to use such version of the Services on any Apple-branded Products that you own or control and solely as permitted by the Usage Rules set forth in the Apple Media

Services Terms and Conditions, except that such version of the Services may be accessed and used by other accounts associated with you via Family Sharing or volume purchasing.

10.3. Givebacks and you acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services.

10.4. In the event of any failure of the Services to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Services to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Services. To the extent any warranty exists under law that cannot be disclaimed, Givebacks, not Apple, shall be responsible for any other claims, losses, liabilities, damages, costs or expenses attributable to the Services' failure to conform to such warranty.

10.5. Givebacks does not make any warranties concerning the Services. To the extent that you or any third party have any claim relating to the Services or the end-user's possession and/or use of that Services, Givebacks, not Apple, is responsible for addressing such claim, including, but not limited to: (i) product liability claims; (ii) any claim that the Services fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with the Services' use of the HealthKit and HomeKit frameworks. These Terms of Service may not limit Givebacks' liability to you beyond what is permitted by applicable law.

10.6. Givebacks shall not be obligated to indemnify or defend you with respect to any third-party claim arising out of or relating to the Services. In the event of any third-party claim that the Services or your possession and use of that Services infringes that third party's intellectual property rights, and Givebacks or Apple is required by law to provide indemnification, then Givebacks, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

10.7. You must comply with all applicable third-party terms of agreement when using the Services, including without limitation all phone, internet connectivity, and wireless data service agreements you use in connection with the Services.

10.8. Givebacks and you acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Service, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as a third-party beneficiary thereof.

11. GENERAL

11.1. **Governing Law.** The Terms of Service shall be governed and construed in accordance with the laws of the United States and the State of North Carolina, without giving effect to conflicts-of-law principles thereof. With respect to any disputes or claims not subject to arbitration, you agree to submit to the personal jurisdiction of the state and federal courts located in Raleigh, North Carolina with respect to any legal proceedings that may arise in connection with the Service or from a dispute as to the interpretation or breach of the Terms of Service. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms of Service.

11.2. **Arbitration and CLASS ACTION WAIVER.** You and Givebacks agree that any dispute, claim, or controversy that relates to or arises from these Terms of Service or the Services other than any claim or demand that relates to the Intellectual Property Rights of Givebacks or arising under Section 6 will be determined by mandatory binding individual (not class) arbitration. You and Givebacks further agree that the arbitrator shall have the exclusive power to rule on its own jurisdiction, including any objections with respect to the existence, scope or validity of any provision of these Terms of Service or to the arbitrability of any claim or counterclaim. Notwithstanding the above, you and Givebacks both agree that neither of us waive or limit our rights to (a) bring

an individual action in a U.S. small claims court or (b) bring an individual action seeking only temporary or preliminary individualized injunctive relief in a court of law, pending a final ruling from the arbitrator. EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES, CLAIMS, AND CONTROVERSIES THAT RELATE TO THESE TERMS OR OUR SERVICES, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND USER AGREES THAT GIVEBACKS AND USER ARE EACH WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY. USER AGREES THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED, AND USER HEREBY AGREES THAT YOU MAY NOT AND WILL NOT PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION, AS A PLAINTIFF OR CLASS MEMBER IN ANY SUCH ACTION. Unless both you and Givebacks agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. Either you or Givebacks may start arbitration proceedings. Any arbitration between you and Givebacks will take place under the Consumer Arbitration Rules of the American Arbitration Association ("AAA") then in force (the "AAA Rules"), as modified by these Terms of Service. You and Givebacks agree that the Federal Arbitration Act applies and governs the interpretation and enforcement of this provision (despite the choice of law provision above). Any arbitration hearings will take place in Wilmington, Delaware. A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail, Federal Express, UPS, or Express Mail (signature required), or in the event that we do not have a physical address on file for you, by email ("Notice"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within thirty (30) days after the Notice is received, you or Givebacks may commence an arbitration proceeding. All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the arbitrator's decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law.

11.3. Marketing. If you are a Nonprofit or Brand, you hereby consent to Givebacks publicly referring to you as a user of Givebacks, including on Givebacks' website and in sales presentations, and to Givebacks' use of your name, branding, logo, and other trademarks for such purposes. You may revoke such consent at any time by providing Givebacks express written notice of such revocation.

11.4. Severability. If any provision of these Terms of Service is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms of Service will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

11.5. Waiver; Remedies. Any waiver or failure to enforce these Terms of Service on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.6. Notices. All notices by Givebacks to you under these Terms of Service shall be made by email to the email address provided by you during the Registration Process or otherwise. All notices to Givebacks by you under these Terms of Service shall be made by email to support@givebacks.com. All notices shall be effective upon receipt by the party to which notice is given. You may change their address for receipt of notice by updating their account contact information on the Website.

11.7. Entire Agreement. To the maximum extent permitted by applicable law, these Terms of Service and the information submitted by you during the Registration Process constitute the entire agreement between the

parties as to its subject matter, and supersede all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of these Terms of Service. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to your acceptance of these Terms of Service. You acknowledge and agree that your agreement hereunder is not contingent upon the delivery of any future functionality or features not specified herein or dependent upon any oral or written, public or private comments made by Givebacks with respect to future functionality or features for the Services. No terms or conditions stated in any other documentation, including for the avoidance of doubt any terms or documentation Givebacks is required to execute or agree to, shall be incorporated into or form any part of these Terms of Service, and all such terms or conditions shall be null and void.

11.8. **Amendment.** Givebacks may, in its sole discretion, amend or modify these Terms of Service from time-to-time and continued use of the Services shall be evidence of your consent to any such amended or modified Terms of Service.

11.9. **Subcontractors.** Givebacks may engage subcontractors to act on Givebacks' behalf in connection with its provision of Services.

11.10. **No Assignment.** You may not assign, delegate, or otherwise transfer these Terms of Service, or such party's rights and obligations herein or therein, without obtaining the prior written consent of Givebacks, and any attempted assignment, delegation, or transfer in violation of the foregoing will be null and void. These Terms of Service will be binding upon the parties and their respective successors and permitted assigns.

11.11. **Construction.** The titles of the sections of these Terms of Service are for convenience of reference only and are not to be considered in construing these Terms of Service. Unless the context of these Terms of Service clearly requires otherwise: (a) references to the plural include the singular, the singular the "and/or;" (c) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation;" and (d) references to "hereunder," "herein" or "hereof" relate to these Terms of Service as a whole. Any reference in these Terms of Service to any statute, rule, regulation or agreement, including these Terms of Service, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time-to-time. The parties agree that these Terms of Service shall be fairly interpreted in accordance with their terms without any strict construction in favor of or against either party, and that ambiguities shall not be interpreted against the drafting party.

Effective June 30, 2023