



W.E. INNOVATIONS TERMS OF USE

This policy was last updated: November 19, 2015

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

TERMS OF USE

Welcome to W.E. Innovations, Inc. The following rules and restrictions govern your use of our website(s), products, services and applications (the "Services"). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at support@we-innovations.com or (800) 203-9317.

These Terms of Use (the "Terms") are a binding contract between you and W.E. Innovations, Inc. ("W.E. Innovations," "we" and "us"). You must agree to and accept all of the Terms, or you don't have the right to use the Services. Using the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, as well as those in the Privacy Policy and Copyright Policy.

W.E. Innovations' Services sell eGift Cards ("Gift Card" or "Gift Cards") on behalf of a select group of businesses ("Merchant" or "Merchants") to consumers ("User" or "Users").

Gift Card orders are subject to W.E. Innovations' Privacy Policies. Individually identifiable redemption information obtained by W.E. Innovations will only be shared with the purchaser, recipient/owner of the Gift Card, and the Merchant.

You will use the Services for your own internal, personal use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services in any way that breaks the law.

1. USE OF THE SERVICES:

You represent, warrant, and agree that you will not use the Services or interact with the Services in a manner that:

- (a) Infringes or violates the intellectual property rights or any other rights of anyone else;
- (b) Transmit via or through the Services any information, data, text, images, files, links or software except in connection with your authorized use of this Services or otherwise in response to specific requests for information by us.
- (c) Violates any law or regulation, including any applicable export control laws;
- (d) Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- (e) Transmits any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.
- (f) Introduces to the Service or any other computer or website viruses, worms, Trojan horses and/or harmful codes.
- (g) Jeopardizes the security of your W.E. Innovations account or anyone else's (such as allowing someone else to log in to the Services as you);
- (h) Attempts, in any manner, to obtain the password, account, or other security information from any other user;
- (i) Violates the security of any computer network, or cracks any passwords or security encryption codes;
- (j) Runs any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services;



- (k) "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- (l) Copies or stores any significant portion of the Content;
- (m) Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.
- (n) Employs a payment method using stolen, fraudulently obtained, counterfeit, or otherwise illegitimately obtained financial means to finance a transaction of any kind.
- (o) Collects or harvests information regarding other users of the Service for any reason whatsoever;

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

Proprietary rights:

You acknowledge and agree that the content materials and other components (including but not limited to logos, graphics, buttons, icons and page headers) available on the Services are the property W.E. Innovations and its Merchants and are protected by copyrights, trademarks, service marks or other proprietary rights and laws.

If you give feedback to us regarding the Service, for example recommendations for improvements or features, implementation of that feedback is owned by us and may become part of the Services without compensation to you. We reserve all rights in and to the Service unless we expressly state otherwise.

You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit publicly display, publicly perform, publish, adapt, edit or create derivative works from content or materials on the Services. Use of the content and materials for any purpose not expressly permitted in these Terms of Use is prohibited. You may not decompile, reverse engineer, disassemble, or otherwise reduce the Services to a human-perceivable form, except and only to the extent that such activity is expressly permitted by applicable law, and in that case, only if you notify us in writing in advance. You may not copy, frameset, enclose or otherwise distribute any part of the Services unless we have given you express permission to do so.

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported using our Copyright Policy. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. Our designated agent for notice of alleged copyright infringement on the Services is:

Copyright Agent
W.E. Innovations, Inc.
P.O. Box 271
Marshfield, MA 02050
copyright@we-innovations.com



User Content:

You are solely responsible for any User Content you post to the Services, and the consequences of posting or publishing it. By "User Content", we mean any Content you post to the Services. "Content" means information, data, text, software, music, sound, photos, graphics, videos, messages, tags, interactive features, or any other materials. When we say "post", we include posting, uploading, sharing, submitting or otherwise providing User Content in any manner in connection with the Services. If you post User Content, you are making a guarantee to us that you either own all the content you are posting in the User Content, or you have the right to post the content. Furthermore, you are guaranteeing that you have the right to allow us to make your User Content available for others to view and use as part of the Services without requiring that any such use be subject to additional obligations or terms. If you do not have these rights, do not post the User Content.

By posting your User Content, you do not lose any ownership rights you may have to it. However, you do grant us a worldwide, non-exclusive, royalty-free, fully-paid, sublicensable, perpetual and transferable license to use, reproduce, distribute, prepare derivative works of, display and perform your User Content in connection with the Services and our business, in any media formats or in tangible form and through any media channels now known or hereinafter developed. You also grant each user of the Services a non-exclusive royalty-free, fully-paid, sublicensable, perpetual and transferable license to access your User Content through the Services, and to use, reproduce, distribute, prepare derivative works of, display and perform your User Content as permitted through the functionality of the Services and under these Terms of Use.

If we allow you to upload User Content, you may not:

- Provide User Content that you don't have the right to submit, unless you have the owner's permission; this includes material covered by someone else's copyright, patent, trade secret, privacy, publicity, or any other proprietary right;
- Forge headers or manipulate other identifiers in order to disguise the origin of any User Content you provide;
- Provide any User Content that contains lies, falsehoods or misrepresentations that could damage us or anyone else;
- Provide User Content that are illegal, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourage conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;
- Impersonate anyone else or lie about your affiliation with another person or entity in your User Content;
- Use meta tags or any other "hidden text" utilizing any of our or our suppliers' product names or trademarks in your User Content;
- Provide User Content which disparages us or our partners, vendor or affiliates.

We have the sole right, but not necessarily the obligation, to delete at any time any User Content that violates these rules or that we believe to be inappropriate for any reason.

We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

**User Content Is Public:**

You understand that once you post User Content, your content becomes public. We are not responsible for keeping any User Content confidential. So, if you don't want the whole world to see it, don't post it on the Services. In addition, we may be required to disclose your User Content to third parties if we have a good faith belief that access, use, preservation or disclosure of such User Content is reasonably necessary to (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce these Terms of Use, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, or (d) protect against imminent harm to the rights, property or safety of W.E. Innovations., its users or the public as required or permitted by law.

We Are Not Responsible for User Content:

We generally do not review any of the User Content posted by our members. We do not endorse any User Content or support any views, opinions, recommendations, or advice that may be in User Content. User Content comes from a variety of sources, and we make no promises about the reliability of any source or the accuracy, usefulness, safety, or intellectual property rights of any User Content. You may be offended by User Content that you see on the Services. You may find some of it to be inaccurate, offensive, indecent, or objectionable. However, you agree not to hold us responsible in any way for your use of our Services, including your exposure to User Content.

Links to Third Parties:

The Services may contain links to third party websites or services that are not owned or controlled by W.E. Innovations. When you access third party websites or use third party services, you are doing so at your own risk and W.E. Innovations is not responsible. In no event shall any reference to any third party, third party website or third party product or service be construed as an approval or endorsement by us of that third party, third party website or of any product or service provided by a third party. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit.

Affiliates:

W.E. Innovations is not affiliated with websites or third parties that sell or advertise our products or the Services without a written agreement with us. W.E. Innovations reserves the right to void all service, return, and other policies for orders and W.E. Innovations products that were purchased through unauthorized sellers or sellers that violate W.E. Innovations policies. W.E. Innovations is not responsible for any representations by unauthorized sellers.

Identity verification:

Because of the nature of the products W.E. Innovations offers, orders may be subject to an identity verification process before being released. By making a purchase from W.E. Innovations., you agree to complete any and all identity verification requests from W.E. Innovations. W.E. Innovations reserves the right to reject and cancel any orders for any reason and without notice even if they successfully pass identity verification processes.



International Use:

We make no representation that information on the Services is appropriate or available for use outside the United States. Those who choose to access the Services from outside the United States do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You may not use, export or re-export any User Content or any copy or adaptation of such User Content, or any product or service offered on the Services, in violation of any applicable laws or regulations, including, without limitation, United States export laws and regulations.

2. SERVICES FEATURES AND TERMS

Merchants Eligibility:

The Merchant Application is available to members who are 18 years and older, residents of the United States, and who have not been suspended or removed by W.E. Innovations for any reason. By becoming a member you represent that you are of legal age and that you reside in the United States. If you do not qualify, you may not use the Services.

As a Merchant, you agree to provide true accurate, current and complete information about yourself and your company as prompted by the Services' registration forms. You have complete responsibility for your account and everything that happens on your account. This means you need to be careful with your password. If you find out that someone is using your account without your permission, you must let us know immediately. You may not transfer your account to someone else. We are not liable for any damages or losses caused by someone using your account without your permission. However, if we (or anyone else) suffer any damage due to the unauthorized use of your account, you may be liable.

Merchants Availability:

Merchants are subject to change, and availability of Merchant Gift Cards for the Merchants cannot be guaranteed. W.E. Innovations, Inc. does not assume responsibility or liability for the actions, products, locations or content of any current, former, or future Merchant.

Gift Card Purchases:

W.E. Innovations offers Gift Cards for purchase through the Service for use at Merchants to be given as a gift to your friends and business contacts ("Recipients," to whom these Terms also apply) via email. In this section, we may refer to you as either a purchaser of a Gift Card ("Purchaser") or a Recipient, as applicable.

When purchasing a Gift Card, the Purchaser will pay the value for which the Gift Card may be redeemed ("Gift Value"). Gift Cards may be used in exchange for goods or services at Merchants' places of business, in the accordance with the terms of each Gift Card. The Merchant, not W.E. Innovations, is the seller of the goods and services for which a Gift Card may be redeemed and is solely responsible for redeeming any Gift Card you purchase.

As a Recipient, you may be informed that you have been gifted a Gift Card by email and/or by presentation of a printed version of the Gift Card. You can present your Gift Card at Merchant's places of business (in accordance with the terms of each Gift Card and the terms herein) for redemption. The terms of redemption for each Gift Card may vary from Merchant to Merchant and any restrictions that apply to the use of such Gift Card (which may include, without limitation, whether the Gift Card can be redeemed only for a specific product, whether the Gift Card can only be redeemed at a particular Merchant location, and whether the Gift Card has an expiration date) will be noted at the time of purchase. Gift Cards are void where prohibited by law.



Gift Card Expiration, Fees and Redemption:

Gift Cards do not expire, have no fees, and are redeemable by Merchants in person. Merchant Gift Cards may not be available for use and redemption by individuals located outside the United States. Gift Cards are not redeemable for cash.

If a redemption order exceeds the value of a Merchant Gift Card, you will be responsible for additional charges associated with that order in accordance with the Merchant's payment policies. W.E. Innovations does not assume responsibility or liability for the actions, products, locations or content of any current, former, or future Merchant.

Merchants are solely responsible for any and all damages, claims, losses, and costs suffered by you (as Purchaser or Recipient) in connection with the redemption of any Gift Card.

Gift Card Returns, Exchanges, and Transfers:

Gift Cards cannot be returned, exchanged, or transferred. All Gift Card sales are final.

Lost Gift Cards:

Gift Cards should be treated the same as cash and cannot be replaced. If you lose the email containing your Gift Card, please contact the Merchant.

Discounts:

W.E. Innovations reserves the right to limit, modify or discontinue the terms and conditions surrounding coupon codes or other promotions for any reason, at any time and without notice. Only one coupon code can be used per order. Coupon codes may only be used once per customer. Acceptance of an order via our website does not constitute final acceptance of discount(s) or special offer(s) and we reserve the right to cancel or charge the normal price on any order. Discount codes are only valid for consumers who directly receive the marketing material that contains the code(s). Discount codes obtained directly from a Merchant or other third party are not valid without prior written approval by W.E. Innovations.

3. AVAILABILITY OF SERVICE

You acknowledge that temporary interruptions in the availability of the Services may occur from time to time as normal events. Also, we may decide to cease making available the Services or any portion of the Services at any time and for any reason. Under no circumstances will W.E. Innovations or its suppliers be held liable for any damages due to such interruptions or lack of availability. W.E. Innovations reserves the right to reject any order, even after it has been placed on its Services, for any reason with a full refund provided to customer.

Changes to Services:

We're always trying to improve the Services, so they may change over time. We may alter, suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.



Termination and Fraud:

We may in our sole discretion, terminate or suspend your use or access to all or part of the Services, or your account or membership for any reason, including without limitation, breach of these Terms of Use. If at any time, we notify you that your access to and/or use of the Services or your account is terminated, you must cease and desist from all such access and/or use immediately. If we terminate your use of the Services for any of these reasons or otherwise for cause, we will not refund any fees you may have paid. You understand that we may also continue to make your User Content available on the Services even if your use of the Services is terminated or suspended. You agree that we will have no liability to you or any third party for termination of your account, User Content or access to the Services.

We reserve the right to cancel, delay, or recall any order if fraud is suspected. In the event these Terms of Use or your membership or account are terminated the restrictions regarding intellectual property matters, the representations and warranties, indemnities, and limitations of liabilities set forth herein (as well as any other of your obligations which by their nature should survive termination) will survive termination.

4. DISPUTES:

If there is a dispute between participants using the Services, or between users and any Merchant, you agree that W.E. Innovations is under no obligation to become involved. In the event that you have a dispute with one or more other users or Merchants, you release W.E. Innovations, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services.

5. DISCLAIMER OF WARRANTY:

W.E. Innovations has no special relationship with or fiduciary duty to you. Neither W.E. Innovations nor its licensors or suppliers makes any representations or warranties concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided "AS IS" and without any warranty of any kind from W.E. Innovations or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product).

THE SERVICES AND CONTENT ARE PROVIDED BY W.E. INNOVATIONS (AND ITS LICENSORS AND SUPPLIERS) ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, DEFECTS WILL BE CORRECTED, OR THE SERVICES AND/OR SERVERS THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitation of Liability:

IN NO EVENT SHALL W.E. INNOVATIONS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, SUBSIDIARIES, DIVISIONS, DISTRIBUTORS, SUPPLIERS, AFFILIATES OR THIRD PARTIES PROVIDING INFORMATION ON THIS SITE BE LIABLE TO ANY USER OF THE SERVICES OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE) ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES OR OTHERWISE, EVEN IF W.E. INNOVATIONS



HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. IN NO EVENT SHALL THE TOTAL LIABILITY OF W.E. INNOVATIONS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, SUBSIDIARIES, DIVISIONS, DISTRIBUTORS, SUPPLIERS, AFFILIATES OR THIRD PARTIES PROVIDING INFORMATION ON THE SERVICES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION RESULTING FROM YOUR USE OF THE SERVICES WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT YOU PAID TO W.E. INNOVATIONS IN CONNECTION WITH THE APPLICABLE EVENT, PROMOTION OR BOUTIQUE GIVING RISE TO SUCH LIABILITY OR IF YOU HAVE NOT PAID, \$100. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL W.E. INNOVATIONS OR THEIR RESPECTIVE OFFICERS DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, SUBSIDIARIES, DIVISIONS, DISTRIBUTORS, SUPPLIERS, AFFILIATES OR THIRD PARTIES PROVIDING INFORMATION ON THE SERVICES HAVE ANY LIABILITY FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR OTHERWISE INCURRED IN CONNECTION WITH THE LOSS OF ANY DATA OR INFORMATION CONTAINED IN YOUR ACCOUNT OR OTHERWISE STORED BY OR ON BEHALF OF W.E. INNOVATIONS.

You hereby acknowledge that the preceding paragraph shall apply to all content, merchandise and services available through the Services.

Indemnity:

To the fullest extent allowed by applicable law, you agree to indemnify and hold W.E. Innovations, Stripe, and any other payment processor used by W.E. Innovations, its and their affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms.

Assignment:

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without W.E. Innovations' prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law and Arbitration:

These Terms are governed by and will be construed under the laws of the Commonwealth of Massachusetts, without regard to the conflicts of law provisions thereof. Any controversy or claim arising out of or relating to this Agreement or the validity, inducement or breach thereof, shall be settled by arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then pertaining (available at www.adr.org), except where those rules conflict with this provision, in which case this provision controls. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in Plymouth County, Massachusetts, in English. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, Plymouth County, Massachusetts, or Suffolk County, Massachusetts.



Miscellaneous:

You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that the W.E. Innovations may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable.

You and W.E. Innovations agree that these Terms are the complete and exclusive statement of the mutual understanding between you and W.E. Innovations, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of W.E. Innovations, and you do not have any authority of any kind to bind W.E. Innovations in any respect whatsoever.