**ChipedIn.com – Terms of Service**

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS AND REMEDIES AND WILL FORM THE BASIS OF YOUR CONTRACT UNDER WHICH WE PROVIDE CHIPEDIN’S PRODUCTS OR SERVICES (“SERVICES”) TO YOU. THIS AGREEMENT APPLIES TO ALL VISITORS, USERS, AND OTHERS WHO ACCESS THE SERVICES (EACH, HEREAFTER, A “USER”).**

1. **Some Useful Definitions.** In these Terms of Service: (a) “**Content**” means any and all textual and graphical content including, without limitation, text, code, graphics, images, logos, photographs, sounds, music, video, animation, characterization, URL, trademarks, data, media and other content in any form; (b) “**Customer**” is the individual or business that may act as a contributor or a gift recipient of an item specified on the contribution form or user wish list and “you” and “your” refers to the User, (c) “**Customer Data**” is data inputted by you; (d)**“ChipedIn”, “us”, “we” and “our”** refers to ChipedIn, Inc.; (e) “**ChipedIn’s Website**” refers to http:/www.chipedin.com, the ChipedIn mobile app on any and all formats or devices,and web pages connected therewith; and (f) “**ChipedIn Policies**” are ChipedIn’s standards, policies, practices, specifications, technical requirements and schedules with respect to the Services referred to on ChipedIn’s Website including, without limitation, our Privacy Policy and Terms of Use, which are published on ChipedIn’s Website, or such other website address as may be notified to the Customer from time to time, and as such documents may be amended from time to time by ChipedIn in its sole discretion.
2. **Introduction.** You agree to be bound by these Terms of Service and the ChipedIn Policies, each of which are incorporated herein by reference and which together form this “**Agreement**”. If you do not agree with any part of this Agreement, do not visit or use the Services including but not limited to the adding of items to a wish list, the contribution towards a gift from one’s wish list, or engage in promotions. You and ChipedIn agree that ChipedIn will provide the Services in accordance with this Agreement.
3. **Changes to this Agreement.** ChipedIn reserves the right, in its sole discretion, to modify, alter or otherwise update this Agreement or any of the ChipedIn Policies at any time for any reason, and by registering with our Services, you accept the modification. Any changes will be effective only after the effective date of the change and will not affect any dispute arising prior to the effective date of the change. Registering with ChipedIn is free, however we charge certain fees for various transactions through use of our Services. Note that we may change or discontinue, temporarily or permanently, some or all fees for the Services, and such changes will be effective upon our revision policies.
4. **Services.** ChipedIn provides a gifting platform that enables its community to contribute towards items found on a gift recipient’s wish list. Once a gift goal is achieved, ChipedIn purchases the item on the gift recipient’s wish list from provided retailer and has it delivered to their given address. ChipedIn will provide you with access to the Services, and hereby grants you a non-exclusive, non-transferable right to permit you to use the Services in accordance with these Terms of Service and the Policies.
5. **Formation of the Contract between us.** After placing a contribution, you will receive an email from us acknowledging that we have received your contribution towards a specific item from a gift recipient’s wish list. Please note that only when a user’s gift item is fully funded by its contributors, constitutes an offer for us to purchase the exact item for the gift recipient from its listed retailer. All contributions are subject to acceptance by us, and we will confirm such acceptance to you by sending you an email that confirms that the Product has been fully funded, ready to be ordered, and dispatched (the “**Email Confirmation**”). The contract between us (the “**Contract**”) will only be formed when we send you the Email Confirmation. The Contract will relate only to those Products whose dispatch we have confirmed in the Email Confirmation. We will not be obliged to supply any other Products until an item on a user’s wish list is fully funded.
6. **Your right to cancel.**  As a contributor, once contribution payment is accepted and acknowledged towards a gift recipient’s item, the amount is forfeited and no longer returnable to the contributor unless pending review, ChipedIn deems there was negligence or acts of fraud. With all other extreme cases, ChipedIn will look at each issue on a case by case basis, possibly providing compensation in a form of ChipedIn account credit or total refund to the contributor. For the gift recipient, there may be an option for cancellation request of an already partially funded wish list item and transfer over to another gift item. Processing fees will then apply for the cancellation request. In situations where you already received a delivered item, if a gift receipt was included, you may go directly to the retailer to remedy. For instances where a gift receipt was not provided, you will have (5) five business days after confirmed delivery to inform us in writing of any discrepancy to your item. You must return the product as soon as reasonably possible and pending retailer policy, it may be at your own cost. You must have taken reasonable care of any such products while they were in your possession.
7. **Duration/Cancellation/Termination.** This Agreement will begin on the date that you register on the ChipedIn platform. The term of this Agreement is for one (1) month and will continue on a month-to-month basis until terminated by us or you (the “**Term**”). We may terminate all or part of the Services with immediate effect and you will not be entitled to a refund, by giving written notice to you if you commit a material breach of any provision of this Agreement, or a series of breaches of this Agreement which when taken together amount to a material breach of this Agreement. In addition, either party may terminate this Agreement upon notice to the other party, provided that, in the event that we terminate these Terms of Service for our convenience, we will continue to process any of your Contracts prior to the date of such termination. Paragraphs 1, 8 to 25 (inclusive), 35, and 38 shall survive termination of this Agreement.
8. **Account Rules and Prohibitions.** You agree not to utilize another User’s account, impersonate any person or entity, or manipulate headers or identifiers to conceal the origin of any content transmitted through the Services. If ChipedIn determines that a user’s account impersonates someone else without their explicit consent or infringes on someone’s intellectual property, ChipedIn reserves the right to terminate or suspend such Account and/or request an updated username. You are prohibited from engaging in threatening, harassing, racist, sexist, or any other behavior deemed inappropriate by ChipedIn while using the Services. You are prohibited from abusing our promotional or credit code system, such as redeeming multiple coupons at once or opening multiple accounts to take advantage of offers specifically intended for first-time users. If we believe or determine that you have violated any of the aforementioned terms, we reserve the right, at our sole discretion, to suspend and/or permanently deactivate your account. Any remaining credits in your account balance will be given the option to transfer over to another gift, and if not will be forfeited at time of deactivation. By providing your mobile phone number and using the Services, you affirmatively consent to ChipedIn using your mobile phone number for calls and recurring texts (including with an auto dialer and/or prerecorded voice) to (i) perform and enhance the Services, (ii) facilitate the execution of the Services, and (iii) provide information and reminders regarding your registration, changes, updates, service outages, or alterations. ChipedIn will not impose charges for calls or texts, but standard message, data, or other charges from your wireless carrier may apply. By providing your email address, you consent to receiving electronic communications from us, including notifications about your account such as password changes and information related to gifts, as well as communications from third-party vendors and retailers fulfilling the gift recipient’s item purchase from a contributor.
9. **Gift recipients.** By adding an item to your wish list, you warrant that (i) you are 18 years of age or older or are at least of the legally required age in the jurisdiction in which you reside, or (ii) You act as the legal guardian of a user aged between 13 years and the legally required age in your jurisdiction, possess the capability to enter into binding contracts, and (ii) have the right, authority, and capacity to enter into and adhere to this Agreement's terms and conditions, and (iii) reside in the United States and can receive gifts by providing a valid shipping address within the United States. You agree to list items on your wish lists that are not counterfeit, unlawful, or illegal under any applicable law, statute, ordinance or regulation. ChipedIn reserves the right to not authorize, remove, or discontinue any wish list items from its platform at any time for any reason. Gift recipient at any time may add, edit, delete items from their wish list. When item an item has received contributions, gift recipient has the option to move funds over to another item of choice minus transfer processing fees. Gift recipient also has an option once an item has been successfully funded and delivered, to request a cash distribution minus transfer processing fees. In order to qualify, gift recipient needs to return item in its original condition back to the retailer in accordance to retailer’s return policy. ChipedIn will then confirm that the item was accepted back as per the retailer’s return policy, and if the refund amount was successfully returned.
10. **Contributors**. By placing a contribution towards a gift or adding a gift item to your wish list through the ChipedIn’s Website, you warrant that (i) you are legally capable of entering into binding contracts; and (ii) you are 18 years of age or older. ChipedIn may limit your total number and/or value of transactions. ChipedIn acts a facilitator of your contributions and purchases gifts on your behalf as an agent. As a contributor, when you contribute towards an item, you must provide specific information, including but not limited to your name, full address, phone number, email address, and credit card information. By utilizing the Services, you agree to furnish accurate, current, and complete information necessary to complete the purchase. You are solely responsible for reviewing any item listed on the platform before making any contributions towards any gift. All contributions are at your own risk. When you make a contribution through the Platform, it is your responsibility to understand what item your money is going towards. ChipedIn is not responsible for any offers, promises, rewards or promotions made or offered by gift recipients or campaigns; such conduct violates these Terms of Service. We do not and cannot verify the information that gift recipient or campaigns supply, nor do we represent or guarantee that the items that the contributions were intended for will be used as the gift recipient has intended or in accordance with applicable laws. There is a minimum $5.00 contribution in order to fund a gift (unless the remaining unpaid portion of the listing gift purchase price is less than $5.00). When a gift recipient’s total listing gift price is not met by contributors, gift recipient may, as applicable, (i) wait until additional contributions fulfill the remaining unpaid portion of the listing gift price, (ii) pay the remaining unpaid portion of the total listing gift price through the PSP or (iii) pay the remaining unpaid portion of the total listing gift price from gift recipient’s ChipedIn credit balance. Once contribution payment is accepted and acknowledged towards a gift recipient’s item, the amount is forfeited and no longer returnable to the contributor. ChipedIn has no obligation to provide refunds or credits, but may grant them, in each case in ChipedIn’s sole discretion. Notwithstanding the foregoing, we take possible fraudulent activity reported to us very seriously. If you have reason to believe there is any fraudulent activity by the contributor or gift recipient, inform us via [support@chipedin.com](mailto:support@chipedin.com) or through our contact us section.
11. **Purchases.** Contributors may offer to contribute towards items from a gift recipient’s wish list, and once fully funded, ChipedIn is authorized to purchase fully funded items on behalf of its contributors. The Services for ChipedIn to purchase this fully funded item will be known as the shopper’s service fee and will purchase exactly what has been specified by the gift recipient’s wish list. You agree that the purchase is being made from the retailer you have selected unless at ChipedIn’s discretion, able to find like item at a more favorable retailer, that the retailer is the merchant of record, along with any specifics towards the item. Note that retailers from time to time, may change their price where we may have to adjust total item purchase price that affects the landed listed gift price. ChipedIn has the authorization to use the item’s suggested retail price towards its landed listed gift price and distribute credit back to gift recipient of gifts and its contributors for any over funded items less fees. Also note that retailers may set prices for goods that are different from in-store prices. You can view each Retailer’s pricing policies on their storefront for more details. The fully funded item cost is equal to the ChipedIn’s listing gift price which combines the item purchase price + estimated shipping costs and elected add-ons + applicable taxes + shoppers service fee + processing fees. At ChipedIn’s discretion, all gifts are defaulted to be purchased with a gift receipt unless not applicable or instructed otherwise. All Purchases are considered final, unless the item is incorrect or damaged during transit, and notified within (5) five business days after confirmed delivery. Gift recipients are advised to contact the retailer directly if the gift was received with a gift receipt or facilitated with ChipedIn if gift was not purchased with a gift receipt. Gift recipient then has options on return with applicable transfer processing fees.
12. **Pricing, Costs, and Fees.**
13. Listing Gift Price – ChipedIn calculates the Gift’s Listing Price by combining the item purchase price, the estimated shipping costs and elected add-ons, handling charges, applicable taxes, ChipedIn’s shoppers service fee, and any processing fees incurred.
14. Shoppers Service Fees. ChipedIn charges 12% on the total amount, including the item purchase price, estimated shipping and handling costs, taxes, and any applicable fees that a buyer would incur when purchasing an item from a retailer. This fee also supports the ChipedIn platform and covers a broad range of Services including but not limited to pricing, listing, customer support, shopping operations, and maintenance. Other fees may vary and are subject to change based on factors where breakdown can be viewed when reviewing listing gift price explanation structure. For the avoidance of doubt, any service fees with respect made contributions shall be the sole responsibility of contributor and shall never be the responsibility of either the gift recipient or ChipedIn (for providing the platform to contribute).
15. Processing fees. ChipedIn incurs fees related to payment processing and balance withdraws out of our system by our financial payment service providers (“PSP”). These processing fees from the PSP are included in the listing gift price. Contributors are charged Payment Processing Fees of 2.9% from the contributed total item purchase price, estimated shipping and handling costs, taxes, any applicable fees, and shoppers service fee. ChipedIn additionally charges a $0.35 PSP processing swipe fee for every successful contribution.
16. Transfer Fees – When transfer fees are involved, the gift recipient has the option to A) take a cash distribution of 80% of received contributions less any processing fees with the remaining 20% of cash distributions to ChipedIn for operational transfer fees. This option can only be requested once gift recipient has received delivered gift item and returns gift item in its original condition which comply with the return policy of the retailer. After ChipedIn confirms gift item was accepted back and the refund amount was successfully received, the cash distribution will be made up to (7) seven business days via ach bank deposit using the gift recipient’s ach bank details. Gift recipient may also need to provide additional details and not limited to US identification, bank statement, or any materials to provide proof or B) receive 90% of received contributions less processing fees in form of credit into your account balance towards any items on gift recipient’s wish list with the remaining 10% to ChipedIn for operational transfer fees. This option is available to the gift recipient anytime when an item has been partially funded and would like to transfer its current funds into another item. ChipedIn will waive the first transfer fee for users who request this option, where it shall take up to (7) seven business days for processing.

1. Cancellation Fees. Pending internal review, if the gift recipient no longer wants an item on their wish list that has been partially funded or item has not been fully funded after 6 months, gift recipient may cancel item and may be penalized with applicable processing, operational, transfer fees. Multiple cancellations will be subject to review and may be put on hold.
2. Shipping costs. Shipping costs are estimated given the gift recipient's given address which is then added to total listing gift price and collected by user contributions. If in the case shipping is free or less than what was collected, the remaining unused shipping amount may be eligible for a credit of the variable difference. Gift recipient will receive this amount as a credit towards their account balance.
3. Taxes. Items on your wish list may necessitate applicable taxes in your given jurisdiction or delivery address provided to us which ChipedIn will collect on behalf of your contributors. In the event applicable taxes are needed on certain items, estimated taxes will be added to the item’s total listing gift price. Note that taxes may be estimated based on offers made on items, but are subject to change on ChipedIn’s total listing gift price if the final item sale price is different from the original offer. Taxes are based on several factors, including price, location, and state, local, federal, or other applicable rates at time of purchase.
4. Return policy. By default and by ChipedIn’s discretion, all items processed by ChipedIn are purchased in the form of a gift receipt unless otherwise instructed. Under gift receipt policy, the gift recipient may go directly to the retailer in regards to possible exchange or store credit. If for whatever reason the gift was not purchased with a gift receipt, we may allow you to return an item in limited circumstances. ChipedIn will then facilitate return with applicable transfer fees for potential cash disbursement or account credit options. If the item received is not as described, you may request a return directly with the retailer through gift receipt or otherwise by emailing [support@chipedin.com](mailto:support@chipedin.com), in each case within (5) five business days after confirmed delivery of an item. ChipedIn may provide a prepaid shipping label from the retailer depending on retailer’s policy. ChipedIn reserves the right to discontinue providing labels to any or all its users at any time for any reason.
5. Change in prices. ChipedIn may change the fees for our Services as we deem necessary or appropriate for our business or to comply with applicable law. You understand that: (a) the prices of items displayed through the Services may differ from the prices offered or published by Merchants or Retailers or other items and/or from prices available at third-party websites and that such prices may not be the lowest prices at which other items are sold; (b) ChipedIn reserves the right to change such prices at any time, at its discretion. For certain transactions, the listing gift cost or subtotals shown at checkout are estimates that may be higher or lower depending on the final in- store totals, taxes, shipping, shoppers fee, processing fee, and any other applicable fees to purchase the item. In those situations, ChipedIn reserves the right to change the listed gift price after submission of any items and any time after. You are liable for all transaction taxes on the Services provided under this Agreement (other than taxes based on ChipedIn’s income). If your payment details change, your card provider may provide us with updated card details. We may use these new details or details from other cards on file in order to help prevent any interruption to your Use of the Services. If you would like to use a different payment method or if there is a change in payment method, please update your billing information.
6. **Gift Terms.** In every instance, the condition of gifts is the sole responsibility of the retailer, not ChipedIn. Images depicting gifts are for illustrative purposes only, and the actual gifts may vary from the visuals provided. The availability of gifts is subject to change without prior notice, and its availability is not guaranteed. While ChipedIn strives to accurately present the availability, colors, and details of gifts through its services, perfection in matching every instance cannot be guaranteed. We strongly suggest before submitting any item to be included onto your wish list, to ensure specifications including but not limited to price, quantity, size, color are accurate as ChipedIn purchases items directly from your wish list.
7. If you are a gift recipient who receives an item from your wish list:
   1. You acknowledge and agree that you are not operating as a service provider for ChipedIn.
   2. You acknowledge and agree that any contribution towards an item represents a voluntary transfer from the contributor to the gift recipient, without compensation or restrictions.
   3. You acknowledge and agree that a gift cannot be: (a) claimed in cash by the gift recipient, except as explicitly permitted by these Terms of Service in the case of a refund request for a delivered item; (b) received as consideration for transactions; (c) received as payment for services rendered to a contributor or third party; (d) received as payment for the delivery of goods; (e) received as a promise for access to the gift recipient's content, services, or goods; or (f) exchanged for other goods or services.
   4. You will receive an electronic notification from ChipedIn indicating the status of the gift. The gift will be shipped to the physical address provided by the gift recipient.
   5. Every gift will be delivered in compliance with the respective retailer's terms, and the delivery process will be managed by the retailer's designated carrier.
   6. The delivery estimate provided by ChipedIn is directly derived from the retailer's estimate, and ChipedIn assumes no responsibility if the actual delivery surpasses this estimate due to circumstances beyond our control.
   7. Gift recipients are responsible for regularly updating wish lists, particularly, but not exclusively, for non-contributed items, every 6 months or when an item becomes unavailable.
   8. A return request may be subject to rejection at ChipedIn's discretion, except in cases involving a faulty item from a retailer or if a gift recipient chooses to return an item, as per their disclosure. Items purchased by ChipedIn are typically accompanied by a gift receipt. If included, recipients should contact the retailer directly for resolution, adhering to the retailer's return policy. For items purchased by ChipedIn without a gift receipt, a return request will be submitted, but ChipedIn is not obligated to provide a refund if the retailer rejects the request. If a refund is approved, the gift recipient must follow the retailer's return policy. Upon the retailer accepting the item and reimbursing ChipedIn, the gift recipient may opt for credit toward a new wish list item or a cash distribution via ACH bank deposit. ChipedIn may apply transfer fees based on the recipient's election.
   9. You acknowledge and agree that ChipedIn's partners reserve the right, at their discretion, to contribute towards gifts on ChipedIn's platform, whether or not they are from your wish list, at no additional cost to you.
8. If you are a contributor making a purchase from a gift recipient’s wish list:
9. Once a contribution has been successfully submitted and accepted, the amount is forfeited and no longer returnable to the contributor unless pending review, ChipedIn deems there was negligence or acts of fraud.
10. There is a minimum $5.00 contribution in order to fund a gift (unless the remaining unpaid portion of the Crowdfunded Gift’s purchase price is less than $5.00).
11. ChipedIn retains the authority to ban contributors who misuse the gift suggestion tool.
12. ChipedIn may decline any contribution at its discretion.
13. ChipedIn does not accept retail gift cards towards contributions.
14. For clarity, ChipedIn's service to contributors involves purchasing a specified physical or digital item for the gift recipient. Upon achieving the gift goal and successfully receiving funds, contributors will not receive tracking, order status updates, or the physical or digital goods.
15. ChipedIn strives to minimize ordering times. Please allow up to 30 business days for orders to be placed after an item's listing gift price is fully funded and all contributions are received and cleared. If the order is not placed within this period, the gift recipient may request the transfer of collected funds to another item without incurring transfer fees. Both the gift recipient and contributor agree not to dispute payments for orders not placed within 30 business days of purchase.
16. **Prohibited Items.** ChipedIn prohibits the listing or contribution towards any Item that is illegal to sell under any applicable law, statute, ordinance, or regulation, including, without limitation. ChipedIn prohibits the listing or contribution towards counterfeit items. ChipedIn reserves the right to not authorize, remove, or discontinue any wish list items from its platform at any time for any reason that may be considered as a prohibited item. Wish lists may not include any of the following items (“Prohibited Items”):

1. Alcohol
2. Tobacco

1. Items containing THC

1. Firearms

1. Live animals
2. Gift cards pending ChipedIn’s approval
3. **Risk of Loss and Ownership of Products.** You will bear the risk of loss of the Products from the time of delivery to you. Ownership of the Products will only pass to you when we receive full funding payment of all sums due and product is purchased, including delivery charges. ChipedIn does not manage the delivery time or method for any gift and is not responsible for any issues or delays in delivery or shipping. ChipedIn is not liable for gifts lost in transit, stolen after delivery, or lost due to an incorrect, incomplete, or outdated address, a PO box address, or any other non-residential address. While ChipedIn may initiate refund requests to its retail partners for lost or stolen gifts, it is not obligated to provide refunds if the retailer denies the request. To facilitate a refund request, ChipedIn may require additional evidence or documentation from the gift recipient, such as a police report.
4. **Import Duty.** In the event that any Products you order are subject to import duties and taxes, you will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.
5. **Credit Balance.** If you are a gift recipient, you may ask for a credit to your account balance applied when any of the following occurs: (i) a purchase can not be made due to out of stock items (ii) you are located in a jurisdiction unsupported by the Services; (iii) a fully funded gift can not be purchased after ninety (90) days; (iv) contributions for an item exceed the gift listing price; (v) a gift order is cancelled or refunded by the retailer or (vi) ChipedIn reserves the right to approve a cash payout option at its sole discretion in response to a request for a refund of a delivered gift that has been successfully returned to the retailer, facilitating the process of sending the payment back. A transfer processing fee may apply for any payout. You may request a cash payout for items equal or greater than $25 or at Chipedin’s discretion. A cash payout will be processed within seven (7) business days after your request; provided that such payout may take up to 180 days if the Account is subject to investigation for fraudulent activity.
6. **Promotions.** ChipedIn occasionally provides trial or promotional offers to users, subject to these Terms unless otherwise specified in the offer with varying features, rates, or discounts, and eligibility criteria. Each user is entitled to one trial or promotional offer, and these cannot be combined with other promotions. ChipedIn reserves the right to modify terms and conditions related to trials and promotions, with new terms becoming applicable at the time of sign-up. Changes to ongoing trials or promotions will be communicated on the dashboard or checkout, allowing users to cancel if they disagree with the updated terms. Users agree that promotional offers must be used by the intended audience, for the intended purpose, and in a lawful manner. These offers cannot be duplicated, sold, or transferred unless expressly permitted by ChipedIn. Additionally, promotional offers are subject to specific terms set by ChipedIn, cannot be redeemed for cash, and expire on the indicated date or as per ChipedIn’s Terms and Conditions for Promotional Offers and Credits. ChipedIn reserves the right to withhold or deduct credits or benefits obtained through a promotion in the event that ChipedIn determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or this Agreement. ChipedIn reserves the right to modify or cancel an offer at any time. ChipedIn’s Terms and Conditions for Promotional Offers and credits and which is incorporated in this Agreement, apply to all promotional offers. You agree that we may change ChipedIn’s Terms and Conditions for Promotional Offers and Credits at any time. ChipedIn may also offer gratuitous credits, which can be used for the Services. Any credit issued by ChipedIn is valid for 6 months from the date of issue except to the extent prohibited under applicable law and may not be redeemed for cash or cash equivalent. Upon expiration, credits will be removed from your account especially but not limited to in the case promotional credit has been added to a gift recipient’s item that has not received any other contributions. Expired credits are no longer redeemable and cannot be used towards any order. Promotional Credits issued through a User’s ChipedIn account may only be redeemed through ChipedIn’s Services. Users can opt-out of promotional email communications by following unsubscribe options, and they may decline promotional phone calls by informing the caller. However, opting out may impact service usage.
7. **Referral Program.** ChipedIn's Referral Program Terms and Conditions can be found at https://www.chipedin.com/referralterms/ ('Referral Program'). The Referral Program offers registered Users in good standing the chance to earn ChipedIn credits as promotional rewards. This is achieved by inviting eligible friends to register as new ChipedIn Users that successfully receive a fully funded gift through the Services using a unique referral ID link ('Personal Link'). For each Qualified Referral (defined in the Referral Program), the User may receive a gratuitous credit, as specified on ChipedIn's Referral Program page. You acknowledge that we reserve the right to modify the terms and conditions of the Referral Program or terminate it at any time.
8. **Passwords.** You agree that: (a) you will keep a secure password for your use of the Services, and that you will keep your password confidential; and (b) ChipedIn will be permitted to review the Services in order to establish your name and password and whether the Services are being used in accordance with this Agreement. It is each individual user’s responsibility to remember and protect such a password and not to disclose it to any other person. Remember to choose a strong password, including numbers, capital letters, special characters, etc., and is not typically found in a dictionary. In the event your password is lost or stolen it is your responsibility to notify us at the address listed in the “Contact Us” section or support@chipedin.com.
9. **Customer Content. Intellectual Property Rights. Customer Responsibility. No Endorsement.** **Disclaimer**. All intellectual property and tangible and intangible works of any kind created or provided by ChipedIn in connection with the Services will be the sole and exclusive property of ChipedIn. ChipedIn will have no liability whatsoever to you or to any third party for your use of the Services, and you shall be solely and exclusively liable therefore. You understand and agree that ChipedIn does not approve or endorse any of the products or services or Content made available in any retailer store on eMarketplace. ChipedIn makes no representation, warranty or guarantee, express or implied, concerning any retailer store on eMarketplace. As Users of Our Services, all information, including items, messages, offers, purchases, contributions, sales, etc. that you post, transmit, or submit through Our Services (“Content”) is intended to be shared with other Users. Any content provided or user generated, includes but not limited to a gift recipient’s wish list. You are solely responsible for any user generated content you share online or publicize and acknowledge and agree that ChipedIn:
10. Is not involved in the creation or development of User Generated Content.
11. Disclaims any responsibility for User Generated Content.
12. Cannot be liable for claims arising out of or relating to User Generated Content.
13. Is not obligated to monitor, review or remove User Generated Content, but reserves the right to limit or remove User Generated Content on the Services at its sole discretion.
14. Strongly recommends that User Generated Content not include any explicit or adult content.

You affirm and warrant to ChipedIn that any user-generated content: (i) will be accurate, truthful, and complete, without any intent to mislead; (ii) will comply with all applicable laws, statutes, ordinances, and regulations, including those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising, anti-spam, or privacy; (iii) will not be defamatory, libelous, unlawfully threatening, or harassing; (iv) will not contain obscenity, pornography (including child pornography), or be harmful to minors; (v) will not be excessively violent or gory; (vi) will not include hate speech, intimidation, or abuse targeting any individual, group, or institution; (vii) will not impersonate another person, misrepresent your affiliation with any entity, engage in fraud, or attempt to conceal your identity; (viii) will not harass, insult, harm, abuse, defame, stalk, threaten, intimidate, or violate the legal rights (such as privacy and publicity) of other users, visitors of the Services, or ChipedIn staff members. By submitting any Content to us, you hereby represent and warrant that you own all rights to the Content or, alternatively, that you have the right to give us the license described below, including the correct and legal permissions and consents for any personally identifiable information you may provide to, or upload by way of, the ChipedIn’s Service(s). Subject to the conditions described on the Privacy Policy, by posting or otherwise transmitting any user content you hereby grant and will grant to ChipedIn and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, transmit, perform, distribute, store, modify, make derivative works of and otherwise use in any manner your user content in connection with the operation of the Service or any other products or services of ChipedIn, or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed (including without limitation publishing your user content on the internet or on Third Party Services such as Facebook, Instagram, X (Twitter), YouTube, sharing it with blogs, etc., and allowing other users to share listings that include your User Content). You further represent and warrant that the content does not infringe on the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party. We are not under any obligation to review any content posted by Our Users on Our Services, although We reserve the right to do so with or without notice, to prevent or rectify any alleged violations of this Agreement or any applicable law. We reserve all defenses made available to us by the Communications Decency Act and any other applicable laws, rules, or regulations. We may refuse to accept or display the Content, and may remove or delete all or any portion of the Content at any time. You understand that ChipedIn is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content, and that such Content is not the responsibility of ChipedIn. You further understand and acknowledge that You may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and You agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against the ChipedIn Parties with respect thereto. Any and all Content You upload is not considered confidential by ChipedIn, will be treated as public information, and You agree and understand is intended to be shared with other users of our Services as well as third parties, all in ChipedIn’s sole discretion, and ChipedIn has no control or liability over what other users do with your Content. You understand and agree that ChipedIn will not be liable for any treatment of your Content as confidential and waive all rights with respect to any such claims of confidentiality. You acknowledge and agree that any questions, comments, suggestions, ideas, concepts, feedback or other information about the Site or the Service (“Comments”), provided by you to ChipedIn are non-confidential and ChipedIn shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you. If you do not agree that your Content will be considered public and will not be considered confidential, you must not use the Service.

1. **Taxes; Title; Shipping Charges.** Shipping, handling and tax are additional unless otherwise expressly indicated on the gift list price. Title to product(s) passes from ChipedIn to the gift recipient of the gift upon shipment to gift recipient. Unless the gift recipient provides ChipedIn with a valid and correct tax exemption certificate applicable to your wish list product(s) and the product(s) ship to location, you are responsible for sales and other taxes associated with the item in your wish list. Shipping and delivery dates are estimates only. Regarding any Taxes related to gift receipt, each gift recipient assumes sole responsibility and liability for reporting and payment of such Taxes. As a ChipedIn user, you commit to complying with all laws and regulations pertaining to Taxes relevant to your use of the Services. If, during your ChipedIn account tenure, any Tax non-compliance arises in connection with you, or if any litigation, inquiry, or investigation is initiated against you related to Tax matters, you agree to notify us via email at [support@chipedin.com](mailto:support@chipedin.com) within seven (7) days of the non-compliance or the commencement of legal proceedings. ChipedIn is not responsible for providing Tax advice, and it holds no liability for any Taxes unpaid by ChipedIn users. We collect tax identification information and report it to tax authorities as legally required.
2. **Customer’s Representations and Warranties.** You represent, warrant and covenant that you have the necessary rights to provide all information required under this Agreement (including all content and data (including, without limitation, Customer Data) for use as described in this Agreement, that you will use the Products in accordance with law, that all registration information you submit is accurate and truthful and that you will promptly update such information during the term of these Terms of Service, and that all such information and all statements provided by you are: (a) are legal, decent and honest, and do not violate any law, statute, ordinance, treaty, regulation or code, any provision of this Agreement, or any policy or guideline of ChipedIn (including, without limitation the ChipedIn Policies) or facilitate any illegal activity; (b) do not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party; (c) do not breach any duty toward or rights of any person or entity including rights of publicity or privacy, and have not otherwise resulted in or are not likely to result in any fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity; (d) are not false, deceptive or misleading; (e) are not defamatory, obscene, harmful, threatening, harassing or racially or ethnically offensive; (f) do not depict sexually explicit images; (g) do not promote unlawful violence; (h) are not discriminatory based on race, gender, color, religious belief, sexual orientation, disability or age; (i) and do not cause damage or injury to any person or property; (j) will be free of viruses, bugs, robots or other computer programming routines that may potentially damage, interfere with, intercept or expropriate any system data or personal information.
3. **Warranty; Disclaimer of Warranties; Limitation of Liability.** ChipedIn provides payment processing services using third party PSP (which may include but is not limited to Stripe, Inc., PayPal Holdings, Inc., and its affiliates) for users to contribute towards items listed on its platform. Users can contribute with and accept payment by credit card, debit card, PayPal, Apple Pay and Android Pay. Please remember payment instruments and bank accounts can only be registered on one ChipedIn account at a time. By submitting information to ChipedIn, you authorize ChipedIn to store that information and with your confirmation, charge you for your contribution amounts. Chipedin makes no representation, warranty, conditions, or guarantee regarding the reliability, timeliness, quality, suitability, or availability of the services, any services provided by third party providers, or goods and products requested through the use of the services from retailers, or that the services will be uninterrupted or error-free. Chipedin does not guarantee the quality, suitability, safety or ability of third party providers, or retailers. Chipedin makes no guarantee regarding any items purchased for, nor the truth or accuracy of any items listing, or ability of contributors and gift recipients to transact in any way on the service. To the maximum extent permitted by law, Chipedin makes no warranty that you will be able to receive contributions or receive any items through the service or that the service will otherwise meet your requirements or expectations. No item will be purchased until all contribution funding has been received and there has not been a change in the listing gift price. Chipedin has up to thirty (30) days to purchase an item when sufficiently funded to purchase item at listing gift price. You agree that the entire risk arising out of your use of the services, any services provided by third party providers, or any products requested by you or delivered to you, remains solely with you. The services, website, and software are subject to periodic changes, which may be made at any time and without notice to you. EXCEPT AS SET FORTH HEREIN AND TO THE EXTENT PERMISSIBLE BY LAW, CHIPEDIN HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED CONDITIONS, TERMS AND WARRANTIES CONCERNING THE PRODUCTS, SERVICES, INCLUDING, WITHOUT LIMITATION, FOR NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. TO THE EXTENT PERMISSIBLE BY LAW, CHIPEDIN WILL NOT BE LIABLE FOR ANY (a) LOSS ARISING FROM OR IN CONNECTION WITH LOSS OF REVENUES, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, LOSS OF REPUTATION, LOSS OF, OR DAMAGE TO, OR CORRUPTION OF, DATA, OR WASTED EXPENDITURE, IN EACH CASE WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL; or (b) ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CHIPEDIN'S AGGREGATE LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE RELEVANT PRODUCT(S). REMEDIES SET FORTH IN THIS SECTION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIMS YOU MAY HAVE UNDER THIS AGREEMENT. THE ESSENTIAL PURPOSE OF THIS SECTION IS TO LIMIT THE POTENTIAL LIABILITY OF CHIPEDIN ARISING OUT OF THIS AGREEMENT. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law. Nothing in this agreement excludes or limits our liability for (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; (iii) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or (iv) any other matter in respect of which it is not permissible by law to exclude or limit liability.
4. **Indemnification.** You shall indemnify, hold harmless and defend ChipedIn, its agents, affiliates, licensors, and assigns from all claims, liabilities, damages, costs and expenses, whether or not partially attributable to the negligence of ChipedIn, including reasonable attorneys' fees and expenses, and third party claims or liability (collectively, **"Liabilities"**) arising out of your use of the Services or your breach or alleged breach of this Agreement or of any of your representations and warranties. Specifically, but without limiting the generality of the foregoing, you agree to defend, indemnify, and hold harmless ChipedIn, its agents, affiliates, and licensors from, against, and in respect of all costs and expenses incident to any and all actions, suits, proceedings, claims, demands, assessments, or judgments in respect thereof regardless of the merit thereof, including reasonable attorneys' fees and expenses. Your defense and indemnification obligation will survive the Term of this Agreement.

1. **Access.** During the Term, you are authorized to access and use the Services solely for internal use to manage your account(s) provided that you do not violate this Agreement. You shall not disclose or make available passwords or access codes related to your account(s) with ChipedIn. You agree that you will not use any automated means, including agents, robots, scripts, or spiders, to access or manage your account with ChipedIn or to monitor or copy the Services except those automated means expressly made available by ChipedIn to you.
2. **Availability of Services.** ChipedIn shall use commercially reasonable efforts to provide the Services. You acknowledge and agree that the Services are not intended to be error free and that, from time to time, the Services may be inaccessible or inoperable for various reasons, including but not limited to (i) maintenance procedures or repairs performed by ChipedIn; (ii) equipment failures; (iii) congestion of the network; or (iv) interruption of telecommunication or digital transmission link. You acknowledge and agree that ChipedIn is not liable for these periodic interruptions in the Services and further acknowledge that ChipedIn does not guarantee accessibility to the Services on a continuous and uninterrupted basis.
3. **Prohibited Actions**. You agree not to: (a) decompile, reverse engineer, disassemble, modify, reduce the Services to human perceivable form or create derivative works based upon the ChipedIn’s Website or any part thereof; (b) except to the extent permitted by law or under this Agreement, copy, modify, duplicate, frame, mirror, republish, download, display, transmit or distribute any portion of the ChipedIn’s Website in any form or by any means; (c) disable any licensing or control features of the Services or in any way interfere with features which enforce limitations on use of the Services; (d) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services; (e) merge the Services with another program or create derivative works based on the Software; (f) remove, obscure, or alter any notice of the copyright or other proprietary legends on the Services; (g) sublicense, assign, translate, rent, lease, lend, resell for profit, distribute or otherwise assign or transfer access to the Services to any third party not authorized under this Agreement; (h) use, or allow the use of, the Services or the Customer Content in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; or (i) otherwise act in a fraudulent, illegal, malicious or negligent manner when using the Services. Except as expressly provided herein, ChipedIn reserves all rights with respect to the Services, and may pursue all legally available options under both civil and criminal laws (and may cooperate with law enforcement agencies) in the event of any violations.

1. **Force Majeure.** ChipedIn shall not be liable for any default or delay in the performance of any of its obligations under this Agreement if such default or delay is caused, directly or indirectly, by forces beyond ChipedIn's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, power outages, supply shortages or the failure of you or any third party to perform any commitment relating to the production or delivery of any equipment or material required for ChipedIn to perform its obligations hereunder.
2. **Customer Data.** You have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. If ChipedIn processes any personal data on the Customer’s behalf when performing its obligations under this Agreement, the parties agree that the Customer shall be the data controller and ChipedIn shall be the data processor and in any such case: (a) the Customer acknowledges and agrees that the personal data may be transferred or stored outside the European Economic Area or the country where the Customer is located in order for ChipedIn to carry out the Services and ChipedIn’s other obligations under this Agreement; (b) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to ChipedIn and its affiliates so that ChipedIn and its affiliates may lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf; (c) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; (d) ChipedIn shall process the personal data in accordance with its Privacy Policy; and (e) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.
3. **Ownership of Usage Data**. You acknowledge and agree that (i) ChipedIn may collect and aggregate data about your usage of the Services (“**Usage Data**”), and (ii) ChipedIn shall be the sole owner of any such Usage Data.
4. **Suspension or Termination.** ChipedIn reserves the right to deny, terminate, or suspend the Services without notice if, in ChipedIn's sole discretion, you breach this Agreement or the ChipedIn Policies and/or the Services are used by you in a manner that violates or may violate any applicable custom, use, practice, rule, law, statute or regulation.
5. **Written Communications.** You accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on the Website. You agree to this electronic means of communication.
6. **Notices.** You shall give any notice to ChipedIn required by this Agreement in writing by certified mail, return receipt requested, reputable overnight courier or hand delivery, and notices will be deemed to have been given when received by ChipedIn. Notices should be addressed to Customer services at ChipedIn, Inc.d
7. **Governing Law and Jurisdiction.** This Agreement shall be governed by, and interpreted in accordance with, the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to, these Terms of Service or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware and County of New Castle. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
8. **Successors and Assigns; Entire Agreement:** This written Agreement contains the entire understanding between the parties and shall bind the parties and their respective successors and assigns. This Agreement supersedes any other verbal or written agreement between Customer and ChipedIn relating to the subject matter hereof. You acknowledge that you have entered into this Agreement without relying upon any prior or contemporaneous promises, statements, estimates, representations, warranties, conditions or other inducements, expressed, implied, oral or written, other than those specifically set forth herein. You may not assign your rights hereunder without the prior written consent of ChipedIn, and no such assignment shall relieve you of your liability hereunder. ChipedIn may assign this Agreement in whole or in part without your prior consent, but will make reasonable efforts to provide you with notice of any such assignment.
9. **Ethical Standards.** You shall, and shall make sure that your officers, employees, agents and service providers shall: (a) at all times comply with all anti-corruption laws applicable to you, including, without limitation the UK Bribery Act 2010; and (b) not, directly or indirectly offer, promise or give (or agree to offer, promise or give) any financial or other advantage with respect to any matters which are the subject of this Agreement and/or to obtain any benefit for ChipedIn which would violate any anti-corruption laws applicable to you or ChipedIn. If you become aware of any breach or suspected breach of this clause, you must notify us promptly. We may immediately suspend operation of the Services on written notice, pending investigation. You must assist us in any such investigation. If, in our reasonable opinion, you have breached this clause: (a) we may immediately terminate this Agreement by giving you written notice; and (b) you shall indemnify us and hold us harmless on demand against any and all claims, demands, actions, proceedings, awards, compensation costs (including legal costs and disbursements on a full indemnity basis), expenses, damages, losses, fines, fees, costs and other liabilities of whatsoever nature brought against us arising out of or in connection with such breach.
10. **Miscellaneous.** The individual signing or acknowledging this Agreement on behalf of the Customer represents and warrants that he or she is over eighteen (18) years old. If any provision of this Agreement is held to be unenforceable, such holding shall in no way invalidate any other provision hereof, and this Agreement shall remain in full force and effect. The Customer understands and agrees that an authentic copy or electronic reproduction of this Agreement shall have the same force and effect as an original. Save as expressly set out in this Agreement, a person who is not party to this Agreement shall have no rights to enforce any of its terms. IN ANY LEGAL PROCEEDINGS RELATED TO THIS AGREEMENT, CHIPEDIN AND CUSTOMER HEREBY AGREE TO WAIVE ANY RIGHTS THEY MAY HAVE TO PARTICIPATE IN ANY CLASS, GROUP OR REPRESENTATIVE PROCEEDING, AND CHIPEDIN AND CUSTOMER HEREBY AGREE TO WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY. You and we are independent contractors, and nothing in this Agreement will be construed to create a partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You acknowledge that you may not bind or otherwise obligate ChipedIn in any manner.