

Terms and Conditions

These terms and conditions ("Agreement") set forth the general terms and conditions of your use of the Giftsenda.com website ("Website" or "Service") and any of its related products and services (collectively, "Services"). This Agreement is legally binding between you ("User", "you" or "your") and Giftsenda LLC ("Giftsenda LLC", "we", "us" or "our").

By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Website and Services.

You acknowledge that this Agreement is a contract between you and Giftsenda LLC, even though it is electronic and is not physically signed by you, and it governs your use of the Website and Services.

Accounts and Membership

You must be at least 18 years of age to use the Website and Services. By using the Website and Services and by agreeing to this Agreement, you warrant and represent that you are at least 18 years of age.

If you create an account on the Website, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We reserve the right to monitor and review new accounts before you may sign in and start using the Services.

Providing false contact information of any kind may result in the termination of your account.

You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration.

Giftsenda.com offers multiple types of services, both free and paid subscriptions. To read an in-depth overview of current plans and their features visit our plans page. We reserve the right to change the list of features available for each plan at our sole discretion. Each plan includes different features and product catalogs, and the prices for gifts in each plan may differ.

You may switch the plan that you're on at any time. Keep in mind that when you do this:

- If you are upgrading to a more expensive plan, we will charge you a prorated amount for the upgrade.
- If you are upgrading to a less expensive plan, the prorated difference will be added to the balance of your account.

In the event that your payment is declined, or unable to be processed, we will downgrade your subscription to a Free Plan. You can upgrade it at any time at the current plan pricing.

Purchases

All purchases are final and exact products are subject to change based on regional availability. In the event that we are not able to fulfill your order due to a product out of stock issue, we will offer a replacement.

We are not responsible for errors with eGift-cards, such as recipient redemption errors. The eGift-cards we provide are direct products of the vendor of each gift card, and any issues with redemption should be taken up directly with these vendors. We do not issue merchant gift cards, and can not offer any refund to you or your recipient in the event of a card error. All gift cards must be used before their expiration date.

Billing and Payments

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable.

Where Services are offered on a free trial basis, payment may be required after the free trial period ends, and not when you enter your billing details (which may be required prior to the commencement of the free trial period).

Sensitive and private data exchange happens over an SSL-secured communication channel and is encrypted and protected with digital signatures, and the Website and Services are also in compliance with PCI vulnerability standards in order to create as secure of an environment as possible for Users. Scans for malware are performed on a regular basis for additional security and protection.

If, in our judgment, your purchase constitutes a high-risk transaction, we will require you to provide us with a copy of your valid government-issued photo identification and possibly a copy of a recent bank statement for the credit or debit card used for the purchase.

We reserve the right to change products and product pricing at any time. We also reserve the right to refuse any order you place with us. In our sole discretion, we may limit or cancel quantities purchased per person, per organization, or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or phone number provided at the time the order was made.

Types Of Payments

You may use multiple types of payment with Giftsenda, including most major Credit and Debit cards, PayPal, ACH, Wire Transfers, or payments with Zelle.

Credit Balance

You may purchase virtual credit for you or an authorized user of your account to use on the Giftsenda Platform to purchase goods and services (“Credit Balance”).

You may fill your account with a Credit Balance using all available **payment methods**. The balance on your account will never expire and may be filled with a minimum of \$100 required for every top off.

By purchasing Credit Balance, you authorize Giftsenda (and/or our service providers) to charge your selected payment method for the amount of the Credit requested, plus applicable fees if any, on or after the date you request to purchase Credit Balance. When you purchase Credit Balance, your Credit Balance will be made available to you in your account on the Platform. Credit Balance may be used only to make purchases on the Platform. Credit Balance is subject to expiration if you do not use it within 7 years from the date you purchase the Credit Balance. Credit Balance may be refunded and/or be transferred to another person, including by operation of law (such as by inheritance or bankruptcy).

If we, in our sole discretion, determine that you have engaged in abuse, misuse, or fraud in connection with purchasing or spending Credit Balance or that you attempt to do so, we may take any action, including: (i) take away any Credit Balance in your account; (ii) temporarily suspend your ability to purchase or use Credit Balance previously purchased; (iii) terminate your use of the Giftsenda Services and Platform; and/or (v) cancel your online account.

We recommend that you **contact us** before you terminate your account to review your options.

Accuracy of Information

Occasionally there may be information on the Website that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, and offers. We reserve the right to correct any errors, inaccuracies, or omissions; to change or update information, or cancel orders if any information on the Website or Services is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information on the Website, including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Website should be taken to indicate that all information on the Website or Services has been modified or updated.

When entering recipient data into your account, please take care to double-check their information. Giftsenda is unable to take responsibility for incorrect or incomplete recipient information. Additional redelivery and gift replacement charges may apply in instances where the address information provided was not accurate.

Third-Party Services

If you decide to enable, access, or use third-party services, be advised that your access and use of such other services are governed solely by the terms and conditions of such other services, and we do not endorse, are not responsible or liable for, and make no representations as to any aspect of such other services, including, without limitation, their content or the manner in which they handle data (including your data) or any interaction between you and the provider of such other services.

You irrevocably waive any claim against Giftsenda LLC with respect to such other services. Giftsenda LLC is not liable for any damage or loss caused or alleged to be caused by or in connection with your enablement, access, or use of any such other services, or your reliance on the privacy practices, data security processes, or other policies of such other services.

You may be required to register for or log into such other services on their respective platforms. By enabling any other services, you are expressly permitting Giftsenda LLC to disclose your data as necessary to facilitate the use or enablement of such other services.

Links to Other Resources

Although the Website and Services may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless expressly stated herein.

We are not responsible for examining or evaluating, and we do not warrant the offerings of any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for any other third parties' actions, products, services, and content.

You should carefully review the legal statements and other conditions of use of any resource which you access through a link on the Website and Services. You're linking to any other off-site resources at your own risk.

Prohibited Uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Website and Services or Content:

- For any unlawful purpose.
- To solicit others to perform or participate in any unlawful acts.
- To violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances.
- To infringe upon or violate our intellectual property rights or the intellectual property rights of others.
- To harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability.
- To submit false or misleading information.
- To upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website and Services, third party products and services, or the Internet.
- To spam, phish, pharm, pretext, spider, crawl, or scrape.
- For any obscene or immoral purpose.
- To interfere with or circumvent the security features of the Website and Services, third party products and services, or the Internet.

We reserve the right to terminate your use of the Website and Services for violating any of the prohibited uses.

Intellectual Property Rights

"Intellectual Property Rights" means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world.

This Agreement does not transfer to you any intellectual property owned by Giftsenda LLC or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with Giftsenda LLC. All trademarks, service marks, graphics, and logos used in connection with the Website and Services, are trademarks or registered trademarks of Giftsenda LLC or its licensors. Other trademarks, service marks, graphics, and logos used in connection with the Website and Services may be the trademarks of other third parties.

Your use of the Website and Services grants you no right or license to reproduce or otherwise use any of Giftsenda LLC or third-party trademarks.

Limitation of Liability

To the fullest extent permitted by applicable law, in no event will Giftsenda LLC, its affiliates, directors, officers, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover, or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages.

To the maximum extent permitted by applicable law, the aggregate liability of Giftsenda LLC and its affiliates, officers, employees, agents, suppliers, and licensors relating to the services will be limited to an amount greater than one dollar or any amounts actually paid in cash by you to Giftsenda LLC for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

Indemnification

You agree to indemnify and hold Giftsenda LLC and its affiliates, directors, officers, employees, agents, suppliers, and licensors harmless from and against any liabilities, losses, damages, or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Website and Services or any willful misconduct on your part.

Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable.

If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Dispute Resolution

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Massachusetts, United States, without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of the United States.

The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in Massachusetts, the United States, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Being a Recipient

If you are using this Website as a recipient of a Giftsenda item, you must respond to the email sent to your email address to access your item. You must open the email and respond to the gift notification within 30 days. If you do not open the email or respond within 30 days, We will cancel the Giftsenda item, and you will no longer be able to access or redeem the Giftsenda item.

If this happens, your recourse is to contact the user who sent you the invitation, letting them know your invitation expired and ask for another to be sent.

Subscription Refund policy

We're so convinced you'll absolutely love our services that we're willing to offer a 30-day risk-free money-back guarantee. If you are not satisfied with the service for any reason, you can get a refund within 30 days of making a purchase. Please keep in mind that even though we offer a full money-back guarantee, we will issue a refund only for the unused portion of the service.

After your first 30-days, we will no longer offer refunds for SaaS services. This includes if you stop and restart service at a later date.

Please note: this refund policy only applies to SaaS subscriptions and not to product purchases made while using the subscription.

Risk of Loss and Gift Amount Refund

We can not be held responsible for items or services that are lost, expired, or not used by the Recipient after the vendor has delivered the item to the local courier unless the vendor's TOS state otherwise.

In the event that the gift is lost or destroyed before delivery, we will offer assistance within reason to the Recipient for repairing or replacing with the vendor. We are not responsible to you or the Recipient for the cost of repair or replacement; that responsibility lies with the vendor.

In the event we determine that a refund is appropriate, we will issue a refund only to your account balance. We only refund in the following circumstances:

- The Recipient didn't accept the gift, or the Gift Invite expired.
- The order is canceled by you, the Sender before the gift enters the processing stage.

Chargebacks, Cancellations, or Unauthorized Use of Credit Cards

After completing the purchase of a gift, or filling up your balance with your credit or debit card, or other payment method, if a chargeback or cancellation is initiated before the charge is complete, you accept responsibility for ensuring that the payment is completed. You also accept responsibility for reimbursing us for any charges that we incur because of the chargeback or cancellation.

You are responsible for monitoring your account for any unauthorized charges, use, or access. In the event you become aware of an unauthorized card or payment use, you must contact your bank or card provider as soon as possible. We also recommend that you update your account with a new password and alternate form of payment.

Additional Services

Please note that any additional services, custom work, or technical support are non-refundable as our time cannot be recovered. These additional services include but are not limited to the following:

- Custom gifts built to your specifications.
- Swag items created for your gift campaign.
- Gifts with personalization.
- Consultation services such as: gift selection based on recipient location/preferences, assistance with writing greeting cards, etc..
- Custom & other gift processing fees.
- Concierge services.

Changes and Amendments

We reserve the right to modify this Agreement or its terms relating to the Website and Services at any time, effective upon posting of an updated version of this Agreement on the Website. When we do, we will revise the updated date at the bottom of this page. Continued use of the Website and Services after any such changes shall constitute your consent to such changes.

Acceptance of These Terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Website and Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Website and Services.

Contacting Us

If you would like to contact us to understand more about this Disclaimer or wish to contact us concerning any matter relating to it, you may email us at info@giftsenda.com or send correspondence to:

Giftsenda LLC
1337 Massachusetts Ave, #144,
Arlington MA 02476
U.S.A.

This document was last updated on May 14, 2021