

TERMS AND CONDITIONS OF SERVICE

The following terms and conditions (the "Agreement") govern all use of this website (the "Site"), the associated wGiftCard Facebook application, and the products and services available at the Site or via the application (all of the foregoing taken together, the "Service"). The Service is operated by Transaction Wireless, Inc. ("Transaction Wireless") in conjunction with the primary retailer featured on the Site ("Gift Provider").

BY USING OR ACCESSING ANY PART OF THE SERVICE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN; IF YOU DO NOT AGREE, DO NOT USE OR ACCESS THE SERVICE.

Transaction Wireless and Gift Provider reserve the right, in their sole discretion, to modify or replace any of the terms or conditions of this Agreement at any time. It is User's responsibility to check this Agreement periodically for changes. User's continued use of the Service following the posting of any changes to this Agreement constitutes acceptance of those changes.

Gift Provider's products and services may be subject to additional terms and conditions (please see Section 3 below).

With respect to claims regarding the infringement of copyrights, please see Section 18 below.

1. Access.

Subject to the terms and conditions of this Agreement, the services provided in connection with the Service are solely for User's personal, non-commercial use. Transaction Wireless or Gift Provider may change, suspend or discontinue the Services at any time, including the availability of any feature, database, or content. Transaction Wireless or Gift Provider may also impose limits on certain features and services or restrict User's access to parts or all of the Services without notice or liability.

User certifies to Transaction Wireless and Gift Provider that if User is an individual (i.e., not a corporation) User is at least 18 years of age. User also certifies that it is legally permitted to use the Service, and takes full responsibility for the selection and use of the Service.

As a condition to using certain features of the Service, User may be required to register with the Service and select a password and User name ("User ID"). User shall provide accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of User's account. User may not (i) select or use as a User ID a name of another person with the intent to impersonate that person; or (ii) use as a User ID a name subject to any rights of a person other than User without appropriate authorization. Transaction Wireless reserves the right to refuse registration of, or cancel, a User ID in its discretion. User shall be responsible for maintaining the confidentiality of User's password and other account information.

2. Restrictions.

User shall not, nor permit anyone else to, directly or indirectly: (i) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or underlying algorithms of all or any part of the Service (except that this restriction shall not apply to the limited extent restrictions on reverse engineering are prohibited by applicable local law); (ii) modify or create derivatives of any part of the Service; (iii) rent, lease, or use the Service for timesharing or service bureau purposes; or (iv) remove or obscure any proprietary notices on the Service.

User shall not use the Service for any commercial purpose.

User shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Service or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Service or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Service. Transaction Wireless reserves the right to bar any such activity.

User shall not attempt to gain unauthorized access to any portion or feature of the Service or any other systems or

networks connected to the Service, or to any Transaction Wireless server, or to any of the services offered on or through the Service, by hacking, password "mining", or any other illegitimate means.

User shall not probe, scan or test the vulnerability of the Service or any network connected to the Service, nor breach the security or authentication measures on the Service or any network connected to the Service.

User shall not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service or Transaction Wireless's systems or networks, or any systems or networks connected to the Service or to Transaction Wireless.

User shall not use any device, software or routine to interfere or attempt to interfere with the proper working of the Service or any transaction being conducted on the Service, or with any other person's use of the Service.

User shall not use the Service or any Content for any purpose that is unlawful or prohibited by this Agreement.

3. Gift Provider Terms.

In-N-Out Gift Card Terms and Conditions

Protect Card like cash. Use of Card constitutes acceptance of the following terms and the Gift Card User Agreement (including the arbitration provision) available at www.In-N-Out.com. Use or reload Card at any participating In-N-Out Burger® location. Card must be present for use at our restaurants. Card not accepted online at In-N-Out® Company Store. No cash redemption except as required by law. Issuer not responsible for Card used without permission or lost, stolen, damaged or destroyed Card. Issuer may cancel and replace lost, stolen, damaged or destroyed Card with new Card for then-remaining balance upon proof required by Issuer. Resales of Card are prohibited.

All trademarks shown are property of In-N-Out Burgers. Issued by In-N-Out Burgers.

For automated Card balance information, call 1-888-914-4438 or visit www.In-N-Out.com.

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4. Content.

General Content. User agrees that all content and materials (collectively, "Content") delivered via the Service or otherwise made available by Transaction Wireless or Gift Provider at the Site are protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. Except as expressly authorized in writing by Transaction Wireless (with respect to Transaction Wireless Content), or Gift Provider (with respect to Gift Provider Content), User agrees not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from such materials or content. However, User may print or download a reasonable number of copies of the materials or content at this Site for User's own informational purposes; provided, that User retain all copyright and other proprietary notices contained therein. Reproducing, copying or distributing any content, materials or design elements from the Site for any other purpose is strictly prohibited without the express prior written permission of Transaction Wireless or Gift Provider (as applicable).

User Content. The Service permits the submission of text, images, recordings, audio content, videos or other communications submitted by User and other users ("User Content"), as well as the distribution of such User Content to other end users of the Service. User acknowledges and agrees that, with respect of all of User's User Content, Transaction Wireless and Gift Provider are hereby granted a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable right to fully exploit such content (including all related intellectual property rights) in connection with the Service and User purchases in connection therewith (and to allow others to do so). The foregoing right includes the right by Transaction Wireless to make Facebook "wall posts" on User's behalf.

With respect to all of User's User Content, User represents and warrants that: (i) User owns or has the necessary licenses, rights, consents, and permissions to grant the right set forth in the preceding paragraph; (ii) no such content will violate the rights of any person or entity (including, without limitation, intellectual property rights and privacy rights); (iii) no such content is misleading or inaccurate; and (iv) no such content contains any material or data that is profane, alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-

related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), or gambling-related (e.g., casinos, lotteries).

Transaction Wireless and Gift Provider reserve the right to remove any User Content from the Service at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Content), or for no reason at all.

5. Indemnification.

User is responsible for all of User's activity in connection with the Service. User shall defend, indemnify, and hold harmless Transaction Wireless, Gift Provider, their affiliates and each of their and their affiliates employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from User's (i) use or misuse of the Service; (ii) access to any part of the Service; (iii) User Content; (iv) use of or access to any Gift Provider gift certificates, products or services; (v) violation of any law, regulation or third party right (including, without limitation, any intellectual property right); or (vi) violation of this Agreement.

6. Fees.

User acknowledges that each of Transaction Wireless and Gift Provider reserve the right to charge fees for use of the Service and to change its fees from time to time, in their each of their sole discretions. Additionally, User's mobile phone carrier may charge you for usage of the Service (i.e., standard rates may apply). User agrees that User will be liable for any mobile phone charges incurred (usage, subscription, etc) as a result of using the Service. User should consult User's wireless telephone service provider's pricing plan to determine their charges for sending and receiving messages through the Service.

7. SMS (Text Messaging) Terms.

User can opt-in to receive SMS notifications of their order status hereunder ("SMS Service") via short code VALUE (82583). If User elects to receive SMS notifications, User must opt-in this Site. Message and data rates may apply.

If User chooses to receive SMS notifications to User's mobile phone, User must review and agree to these additional terms:

- By opting-in, User consents to receiving text messages from Transaction Wireless and Gift Provider, which may include offers from Transaction Wireless, Gift Provider or either's affiliates and partners. User can unsubscribe at any time from the SMS Service by sending **STOPALL** to 82583. User can receive help at any time from the SMS Service by sending **HELP** to 82583.
- User represents that User is the owner or authorized user of the wireless device User uses to subscribe for the SMS Service and that User is authorized to approve the applicable charges.
- Neither Transaction Wireless or Gift Provider will be liable for any delays or failures in User's receipt of any SMS messages as delivery is subject to effective transmission from User's network operator and processing by User's mobile device. SMS Service is provided on an AS IS, AS AVAILABLE basis.
- Data obtained from User in connection with this SMS Service may include User's cell phone number; User's carrier's name; the date, time and content of User's messages and other information that User may provide. Transaction Wireless and Gift Provider may use this information to contact User and to provide responses to User requests directed to Transaction Wireless or Gift Provider, and to otherwise operate, develop and improve the SMS Service and Service. User's wireless carrier and other related service providers may also collect data about User's SMS usage, and their practices are governed by their own policies.
- User shall not damage, impair, interfere with or disrupt the SMS Service or its functionality.
- The SMS Service is available only in the United States on the following carriers: AT&T, Alltel Mobile Communications, Inc., Dobson (Cellular One), Cricket Wireless (Leap), Western Wireless, Cincinnati Bell Wireless (CBW), US Cellular, T-Mobile US, Guam Wireless – Hafatel, Guamcel, Midwest Wireless, NTelos, Nextel, Verizon Wireless, and Sprint.
- Transaction Wireless reserves the right to alter charges and/or these SMS terms and conditions from time to time. We may suspend or terminate the SMS Service to you if we believe you are in breach of any of these SMS terms

and conditions. The SMS Service is also subject to termination in the event that User's wireless service terminates or lapses. Transaction Wireless may discontinue the SMS Service at any time.

8. Warranty Disclaimer.

THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. TRANSACTION WIRELESS AND GIFT PROVIDER MAKE NO WARRANTY THAT (I) THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (II) THE RESULTS OF USING THE SERVICE WILL MEET USER'S REQUIREMENTS.

TRANSACTION WIRELESS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY GIFT PROVIDER OR ANY GIFT PROVIDER'S GIFT CERTIFICATES, PRODUCTS OR SERVICES.

THE SERVICE IS PROVIDED BY TRANSACTION WIRELESS AND GIFT PROVIDER IN THE UNITED STATES OF AMERICA. TRANSACTION WIRELESS AND GIFT PROVIDER MAKE NO REPRESENTATIONS THAT THE SERVICE IS APPROPRIATE, AVAILABLE OR LEGAL FOR USE OR ACCESS IN OTHER LOCATIONS.

THE FOREGOING DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9. Limitation of Liability.

IN NO EVENT SHALL TRANSACTION WIRELESS, OR GIFT PROVIDER, OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS OR SUPPLIERS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY WITH RESPECT TO THE SERVICE: (I) FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, EVEN IF FORESEEABLE, (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) \$100.00 (U.S.) (PROVIDED THAT, FOR USERS WHO HAVE MADE PURCHASES DIRECTLY THROUGH THE SERVICE, SUCH MONETARY CAP WILL BE THE AMOUNTS PAID BY USER TO TRANSACTION WIRELESS OR GIFT PROVIDER FOR THE PURCHASE DIRECTLY CONNECTED WITH THE LIABILITY CLAIM).

TRANSACTION WIRELESS SHALL NOT BE LIABLE FOR ANY OF THE ACTIVITIES OF ANY GIFT PROVIDER, OR WITH RESPECT TO ANY OF THE GIFT CERTIFICATES, PRODUCTS OR SERVICES ANY GIFT PROVIDER PROVIDES OR OTHERWISE RENDERS. USER PURCHASES, USES AND ACCESSES ALL SUCH PRODUCTS AND SERVICES AT USER'S SOLE RISK.

NEITHER TRANSACTION WIRELESS NOR GIFT PROVIDER SHALL BE LIABLE FOR ANY USER CONTENT.

FACEBOOK, INC. SHALL HAVE NO LIABILITY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR ANY OF THE ACTS OR OMISSIONS OF TRANSACTION WIRELESS OR GIFT PROVIDER IN CONNECTION HERewith.

THE FOREGOING LIMITATIONS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. Third Party's Websites and Resources.

The Site may permit User to link to other (i.e. non-Transaction Wireless and non-Gift Provider) websites or resources on the Internet. These other websites are not under the control of Transaction Wireless or Gift Provider, and User acknowledges that Transaction Wireless and Gift Provider are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Transaction Wireless or Gift Provider. User further acknowledges and agrees that neither Transaction Wireless nor Gift Provider shall be responsible or liable, directly or indirectly, for any damage or

loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods, information, or services available on or through any such website or resource.

11. Term; Termination.

This Agreement shall remain in full force and effect while User uses the Service. User may terminate User's use of the Service or your membership at any time by following the instructions on the Service. Transaction Wireless or Gift Provider may terminate your access to any or all of the at any time, for any reason, and without warning, and each of Transaction Wireless and Gift Provider reserves the right to discontinue any aspect of the Service at any time. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, warranty disclaimers and limitations of liability.

12. Export and Trade Controls.

User agrees not to import, export, re-export, or transfer, directly or indirectly, any part of the Service or any information provided on or pursuant to the Service except in full compliance with all United States, foreign and other applicable laws and regulations.

13. Privacy.

Transaction Wireless's current privacy policy is available at <http://www.transactionwireless.com/privacy-policy/>, which is incorporated by this reference. Transaction Wireless strongly encourages User to review the privacy policy closely.

14. Copyright.

All content included in the Service, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Transaction Wireless or Gift Provider, or either's content suppliers, and protected by United States and international copyright laws. All software used on (or provided through) the Service is the property of Transaction Wireless or its software suppliers and protected by United States and international copyright laws.

15. Disputes with Third Parties.

User is solely responsible for User's interactions with all Gift Providers, as well as other Service users. If User has a dispute with any other Service user, User shall and hereby does release Transaction Wireless and Gift Provider (and their officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If User is a California resident, User waives California Civil Code §1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

16. Retailer Copyrights.

Transaction Wireless is not affiliated with any participating retailers.

17. General.

The failure of a party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Neither Transaction Wireless nor Gift Provider shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by User except with Transaction Wireless's prior written consent. Transaction Wireless and Gift Provider may transfer, assign or delegate this Agreement and its rights and obligations without consent. This Agreement shall be governed by and construed in accordance with the laws of the state of California, as if made within California between two residents thereof. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in San Diego, California, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the

Arbitration Rules and Procedures of JAMS. Subject to the foregoing arbitration provisions, the parties agree that all disputes arising hereunder shall be subject to the exclusive jurisdiction and venue of the state and Federal courts located in San Diego, California. USER AND TRANSACTION WIRELESS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and User does not have any authority of any kind to bind Transaction Wireless or Gift Provider in any respect whatsoever.

18. Digital Millennium Copyright Act Notice.

Transaction Wireless, Inc. ("Company") has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act (<http://lcweb.loc.gov/copyright/legislation/dmca.pdf>). The address of Company's Designated Agent to Receive Notification of Claimed Infringement is listed at the end of this policy ("Designated Agent").

It is Company's policy to (1) block access to or remove content (including, without limitation, text, graphics and photos) (collectively, "Content") that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

Procedure for Reporting Copyright Infringements:

If you believe that Content residing on or accessible through the Company web site or service infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
2. Identification of works or materials being infringed;
3. Identification of the Content that is claimed to be infringing including information regarding the location of the Content that the copyright owner seeks to have removed, with sufficient detail so that Company is capable of finding and verifying its existence;
4. Contact information about the notifier including address, telephone number and, if available, e-mail address;
5. A statement that the notifier has a good faith belief that the Content is not authorized by the copyright owner, its agent, or the law; and
6. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

Once Proper Bona Fide Infringement Notification is Received by the Designated Agent:

It is Company's policy:

1. to remove or disable access to the infringing Content;
2. to notify the Content provider, member or user that it has removed or disabled access to the Content; and
3. that repeat offenders will have the infringing Content removed from the system and that Company will terminate such content provider's, member's or user's access to the service.

Procedure to Supply a Counter-Notice to the Designated Agent:

If the Content provider, member or user believes that the Content that was removed or to which access was disabled is either not infringing, or the Content provider, member or user believes that it has the right to post and use such Content from the copyright owner, the copyright owner's agent, or pursuant to the law, the content provider, member or user

must send a counter-notice containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of the Content provider, member or user;
2. Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
3. A statement that the Content provider, member or user has a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
4. Content provider's, member's or user's name, address, telephone number, and, if available, e-mail address and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's, member's or user's address is located, or if the Content provider's, member's or user's address is located outside the United States, for any judicial district in which Company is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, Company's may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Company's discretion.

Please contact Company's Designated Agent to Receive Notification of Claimed Infringement at the following address:

Designated Agent to Receive Notification of Claimed Infringement:

Basil Abifaker
9444 Waples Street, Suite 405
San Diego, CA 92121, USA
888-522-8520
support@transactionwireless.com