

GIFT CARD: TERMS AND CONDITIONS

This Agreement governs the use of your prepaid gift card (“**Card**”). This Agreement is by and between (i) the merchant that sells and loads funds onto the Card (“**Merchant**”), and (ii) the purchaser or any subsequent holders of the Card, known or anonymous, who have received the Card by gift or otherwise (collectively “**Cardholder**”). Do not use the Card unless you agree to be bound by this Agreement.

1. The funds loaded and re-loaded on the Card are nonrefundable. The Card cannot be redeemed for cash or credit. Cardholder will neither be paid, nor earn interest on, the loaded funds. Cardholder may not cancel the Card for any reason. The Card may not be used at an ATM or to access cash.
2. The Card is usable by Cardholder only to purchase goods and services of Merchant and is valid until the account balance on the Card is exhausted. Cardholder transactions exceeding the available balance may be declined by Merchant at its sole discretion. Cardholder may only use the Card for proper and lawful purposes.
3. Cardholder shall bear all risk related to the loss, theft, alteration or damage to, or fraudulent, unauthorized or improper use of the Card. If the Card is lost or stolen, Cardholder may lose the balance on the Card. A Card replacement fee may be applicable.
4. Cardholder understands and acknowledges that Pivotal Payments is not responsible for the sale, quality, fitness or any other aspect of the goods and services purchased with the Card. Pivotal Payments is not liable if Merchant refuses to accept the Card. All return and exchanges of goods and services will be governed by Merchant’s policies. Any complaints against a Merchant must be directed to the Merchant.
5. Merchant or Pivotal Payments may, with or without notice, restrict or disable use of the Card in the event fraudulent or improper activity in connection with the Card is reasonably suspected.
6. All identifying Cardholder information will be kept confidential except to the extent such information is required for the administration and use of the Card, for internal data analyses, or to comply with a court or governmental order. Cardholder agrees that Pivotal Payments may disclose information to any third party provided such information is aggregated and does not specifically identify Cardholder.
7. CARDHOLDER UNDERSTANDS AND ACKNOWLEDGES THAT PIVOTAL PAYMENTS MAKES NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CARD OR PURCHASES MADE WITH THE CARD, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE). PIVOTAL PAYMENTS DOES NOT WARRANT OR REPRESENT THAT THE CARDS WILL ALWAYS BE ACCEPTED. PIVOTAL PAYMENTS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING LOST REVENUE OR LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PIVOTAL PAYMENTS HAVE ANY LIABILITY FOR (1) THE THEFT, LOSS, ALTERATION, DESTRUCTION, OR MISUSE OF A CARD BY CARDHOLDER OR ANY OTHER PERSON; (2) ANY ACT OR OMISSION OF A MERCHANT; (3) ANY RESTRICTION PLACED ON CARD PURSUANT TO SECTION 5 ABOVE; OR (4) THE INABILITY TO USE A CARD DUE TO SYSTEM OR TERMINAL MALFUNCTIONS OR ERRORS. IN THE EVENT PIVOTAL PAYMENTS IS FOUND LIABLE TO CARDHOLDER, PIVOTAL PAYMENTS’ TOTAL LIABILITY SHALL BE LIMITED TO ACTUAL, DIRECT DAMAGES SUFFERED BY CARDHOLDER AND, IN ANY EVENT, SHALL NOT EXCEED ONE HUNDRED DOLLARS.
8. This Agreement and the printed terms on the Card constitute the complete and exclusive agreement with Cardholder, and supersedes and merges all prior proposals and all other agreements, whether oral or written, between the Merchant and Cardholder relating to the subject matter hereof. **No change, modification or waiver of Sections 4, 5, 6 or 7 shall be valid. However, Merchant may waive or modify Sections 1, 2 or 3 at its discretion.**
9. This Agreement shall be governed by the laws of the Province of Quebec, whose courts shall have exclusive jurisdiction with respect to any dispute arising from or connected to this Agreement. This Agreement was drafted in English at the request of the parties. *Ce contrat a été rédigé en français à la demande des parties.*

CARDHOLDER MAY INQUIRE ABOUT CARD BALANCES OR TRANSACTIONS ONLINE at www.seemybalance.com