***Terms Of Use Agreement***

Last revised January 12, 2016.

Welcome to [card2money.com and/or the Card2Money mobile app](http://card2money.com/), an online service offered by Card2Money India Pvt Ltd. ('Card2Money' 'we,' or 'us'). This page explains the terms by which you may use our web site, web widgets, feeds, applications for third-party web sites and services, mobile app, and any other mobile or web services or applications owned, controlled, or offered by Card2Money (collectively the “Service”). By accessing or using the Service, you signify that you have read, understood, and agree to be bound by this Terms of Use Agreement (the “Agreement” or “Terms of Use”), whether or not you are a registered user of our Service.

We reserve the right to amend this Agreement at any time by notifying you as provided in this Agreement, provided that no notice shall be required for non-substantive changes to the Agreement. If we substantively amend this Agreement, we will give you at least seven (7) days’ notice before the changes take effect, during which period of time you may reject the changes by terminating your account. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Service. This Agreement applies to all visitors, users, and others who access the Service (“Users”).

1. Use of Our Service

Card2Money provides a place for you to buy, sell and exchange gift cards online.

1. Eligibility

This Service is intended solely for Users who are thirteen (18) years of age or older, and any registration, use or access to the Service by anyone under 18 is strictly prohibited and in violation of this Agreement. If we become aware that you are using the Service even though you are under 18, we will deactivate your account.

By accessing or using the Services, you affirm that you are at least 18 years of age (or have reached the age of majority if that is not 18 years of age where you live). You represent that you are fully able and competent to enter into and comply with the terms and conditions in this TOS. The Service is not directed to children under 18, so if you are under 18 years of age, you are not permitted to access or use the Services. The Service is not available to any Users previously removed from the Service by Card2Money.

1. Member Accounts

You do not have to register in order to visit Card2Money. To access certain features of the Service, though, such as buying or selling gift cards, you will need to register with Card2Money and create a “Member” account. Card2Money may modify the features and services available within a “Member” account from time to time in our sole discretion.

You may never use another Member’s account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Card2Money immediately of any breach of security or unauthorized use of your account. Card2Money will not be liable for any losses caused by any unauthorized use of your account.

[You may control your Member profile and how you interact with the Service by changing the settings, where available. By providing Card2Money your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your account page. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers. If you provide Card2Money with a mobile telephone number, we may offer you the option to enroll for text message alerts and offers. You can change your text message preference at any time using your account page. If you agree to receive text messages, you authorize us to use an automated dialer to send the messages.

1. Service Rules

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to the Card2Money servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Card2Money grants the operators of public search engines revocable permission to use spiders to copy materials from <http://card2money.com/> for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

1. Termination.

Card2Money may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the Service without notice and liability for any reason, including if in Card2Money's sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

1. Service Changes

All aspects of the Service are subject to change or elimination at Card2Money's sole discretion. Card2Money reserves the right to interrupt the Service with or without prior notice for any reason or no reason. You agree that Card2Money will not be liable to you for any interruption of the Service, delay or failure to perform.

You are solely responsible for your interactions with other Card2Money Users, if any. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Card2Money shall have no liability for your interactions with other Users, or for any User’s action or inaction.

1. Gift Cards

The Service may allow you to buy/sell/exchange cards, coupons, codes, or the like that are redeemable for goods or services by third parties (“Gift Cards”). You agree to pay all applicable taxes and charges imposed by any government entity in connection with your use of the Service. You agree that Card2Money is not liable for lost, damaged, or stolen mail, and that is it your responsibility to ensure that any physical gift cards you send to Card2Money arrive safely at Card2Money’s processing centers.

1. Buying Gift Cards

You acknowledge and agree that you must pay for any Gift Cards you buy with a valid credit card (that you are authorized to use) or by other methods as the Service may allow.

B. Selling Gift Cards

You hereby represent and warrant in connection with any Gift Card you sell through or on the Service, the following: i) the Gift Card is valid; ii) the Gift Card is redeemable for the amount of credit that you state through the Service; iii) that you have not in any way retained a way to redeem the Gift Card after selling the card; iv) the Gift Card and any interest therein is fully transferable to Card2Money in the manner contemplated by this Agreement, without violating any contractual or other right; v) you are the sole, lawful owner of the Gift Card and all interests thereto; vi) the Gift Card is not subject to any liens, obligations, or encumbrances of a third party; and vii) you shall comply with all other requirements to complete the Gift Card transaction, including, without limitation shipping instructions, required by the Service.

When you sell of a Gift Card to Card2Money via the Service, ownership of the Gift Card and any interest therein to Card2Money is immediately and automatically to Card2Money. You agree that you will not redeem any portion of the Gift Card at any point subsequent to the sale to Card2Money. You further agree that you will be charged a replacement fee if the Gift Card proves to be invalid, as determined in Card2Money’s reasonable discretion. The replacement fee will be equal to the balance that you reported at the time of the sale plus an additional Rs.500 service fee. Card2Money is not responsible for any errors that you have made in entering gift card information.

C. Purchase Guarantee

If you buy any Gift Cards, Card2Money makes certain limited warranties (the “Purchase Guarantee”) regarding your Gift Card transactions, as described on the [Purchase Guarantee](file:///C:\Users\vaibhav\Desktop\Purchase%20Guarantee%20.docx) page and hereby incorporated by reference. You acknowledge and agree that the Purchase Guarantee is subject to this Agreement and any additional terms and conditions that may be described on the Service. If you return a Gift Card, you represent and warrant in connection with any Gift Card you return through or on the Service, the following: i) the Gift Card is in the same condition as when you received it from Card2Money; ii) the Gift Card has not been used since the original purchase date; iii) the Gift Card is and shall be valid, to the best of your knowledge; iv) the Gift Card is redeemable for the amount of credit that you state through the Service; v) you have not in any way retained a way to redeem the Gift Card after returning the card to Card2Money; vi) the Gift Card and any interest therein is fully transferable to Card2Money in the manner contemplated by this Agreement, without violating any contractual or other right; vii) you are the sole, lawful owner of the Gift Card and all interests thereto; viii) the Gift Card is not subject to any liens, obligations, or encumbrances of a third party; and ix) you shall comply with all other requirements to complete the Gift Card transaction, including, without limitation shipping instructions, required by the Service.

ALL CLAIMS UNDER THE PURCHASE GUARANTEE MUST BE SUBMITTED BY EMAILING [CLAIMS@CARD2MONEY.COM](mailto:CLAIMS@CARD2MONEY.COM) WITHIN ONE HUNDRED (100) DAYS OF THE DATE YOU ORIGINALLY PURCHASED THE GIFT CARD THAT IS SUBJECT TO THE CLAIM. YOU SHALL NOT, DIRECTLY OR INDIRECTLY, BE ELIGIBLE TO UTILIZE THE PURCHASE GUARANTEE FOR TRANSACTIONS EXCEEDING AN AGGREGATE AMOUNT OF TEN THOUSAND RUPEES (RS.10000.00) DURING YOUR LIFETIME AS A CARD2MONEY MEMBER. PURCHASE GUARANTEE PROGRAM DOES NOT APPLY TO ELECTRONIC GIFT CARDS OR MOBILE GIFT CARDS DUE TO THE NATURE OF THOSE PROGRAMS. CARD2MONEY RESERVES THE RIGHT TO LIMIT OR DISCONTINUE THE PURCHASE GUARANTEE IN OUR SOLE DISCRETION, INCLUDING WITHOUT LIMITATION IF WE BELIEVE THAT YOU HAVE ENGAGED IN FRAUD OR OTHER UNLAWFUL ACTIVITIES.

3. User Content

Some areas of the Service may allow Users to post feedback, comments, questions, and other information (“User Content”). You are solely responsible for your User Content that you upload, publish, display, link to or otherwise make available (hereinafter, “post”) on the Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand that whether or not such User Content published, Card2Money does not guarantee any confidentiality with respect to any User Content.

You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party’s trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current. You agree that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below), rights of publicity and privacy. Card2Money reserves the right, but is not obligated, to reject and/or remove any User Content that Card2Money believes, in its sole discretion, violates these provisions.

For the purposes of this Agreement, “Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

Card2Money takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts or sends over the Service. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Content. You understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, objectionable, or inappropriate for children, and you agree that Card2Money shall not be liable for any damages you allege to incur as a result of such User Content.

4. User Content License Grant

You retain all your ownership rights in your User Content. By posting any User Content on the Service, you expressly grant to Card2Money a royalty-free, sub licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, distribute, publicly perform, publicly display, make derivative works of and otherwise fully exploit all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service. You also hereby grant each User of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Service and under this Agreement.

The above licenses granted by you in your User Content terminate within a commercially reasonable time after you remove or delete your User Content from the Service. You understand and agree, however, that Card2Money may retain, but not display, distribute, or perform, server copies of User Content that have been removed or deleted. The above licenses granted by you in User Content for which the Service does not provide you a means to delete or remove are perpetual and irrevocable.

5. End User License Grant

Subject to the terms and conditions of this Agreement, Card2Money hereby grants you a non-exclusive, limited, non-transferable, non-sub licensable, freely revocable license to access and use the Service for your personal, noncommercial use only. Card2Money reserves all rights not expressly granted herein. This license terminates immediately upon any suspension or other termination by Card2Money under Section 1.D., which Card2Money may do at any time for any reason or no reason.

6. Our Proprietary Rights

The Service and all materials therein, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and other content (excluding your User Content, the "Card2Money Content"), and all Intellectual Property Rights related thereto, are the exclusive property of Card2Money and its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Service. Use of the Card2Money Content or materials on the Service for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (“Feedback”). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction and you grant Card2Money a royalty-free, sub licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to fully use and exploit the Feedback without any additional compensation or obligation to you, including to disclose the Feedback to anyone. You further acknowledge that, by acceptance of your submission, Card2Money does not waive any rights to use similar or related ideas.

7. Privacy

We care about the privacy of our Users. [Click here](http://www.cardpool.com/privacy) to view our Privacy Policy, which is incorporated into this Agreement. By using the Service, you are agreeing to our Privacy Policy.

8. Security

The security safeguards that we use to protect your data vary based on the sensitivity of the information that we collect, process and store and the current state of technology. We have implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

9. DMCA Notice

Since we respect artist and content owner rights, it is Cardpool’s policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (“DMCA”).

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify Cardpool’s copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing.

A. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;

B. Identification of the copyrighted work that you claim has been infringed;

C. Identification of the material that is claimed to be infringing and where it is located on the Service;

D. Information reasonably sufficient to permit Cardpool to contact you, such as your address, telephone number, and, e-mail address;

E. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and

F. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice

Cardpool, Inc.

Legal Department

6220 Stoneridge Mall Road

Pleasanton, CA 94588

Telephone: 1-800-240-8111

Fax: 1-800-240-8111

[Email: copyright@cardpool.com](mailto:copyright@cardpool.com)

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS’ FEES.

Please note that this procedure is exclusively for notifying Cardpool and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Cardpool's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, Cardpool has adopted a policy of terminating, in appropriate circumstances and at Cardpool's sole discretion, members who are deemed to be repeat infringers. Cardpool may also at its sole discretion limit access to the Service and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

10. Third-Party Materials

The Service may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Cardpool (“Third Party Materials”). Cardpool does not endorse or assume any responsibility for any Third Party Materials, including with respect to any goods or services purchased using any Gift Cards. If you access a third party website from the Service, you do so at your own risk, and you understand that this Agreement and Cardpool’s Privacy Policy do not apply to your use of such sites. You expressly relieve Cardpool from any and all liability arising from your use of any third-party website, service, advertisement or content.

11. Indemnity

You agree to defend, indemnify and hold harmless Cardpool and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (iv) your violation of any law, rule or regulation of the United States or any other country; (v) any claim or damages that arise as a result of any data or content that is submitted via your account; or (vi) any other party’s access and use of the Service with your unique username, password or other appropriate security code. Cardpool shall endeavor to provide notice to you of any such claim, suit or demand. Cardpool reserves the right to conduct the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Cardpool’s defense of such matters.

12. No Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CARDPOOL, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CARDPOOL, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR: (A) ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, (B) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE VALUE OF YOUR TOTAL GIFT CARD TRANSACTIONS VIA THE SERVICE IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM OR, IF NONE, FIVE HUNDRED ($500) U.S. DOLLARS, OR (C) ANY MATTER BEYOND CARDPOOL’S REASONABLE CONTROL.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CARDPOOL ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; (VII) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY; AND/OR (VIII) LOST OR STOLEN, OR OTHERWISE UN-REDEEMABLE GIFT CARDS.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF CARDPOOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Service is controlled and operated from its facilities in the United States. Cardpool makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

14. Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Cardpool without restriction.

15. General

A. Governing Law. You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over Cardpool, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any claim or dispute between you and Cardpool that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Santa Clara County, California, unless submitted to arbitration as set forth in the following paragraph.

B. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) under this Agreement where the total amount of the award sought is less than $10,000, Cardpool may elect to resolve the dispute through binding non-appearance-based arbitration. If Cardpoool elects for arbitration, Cardpoool shall initiate the arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, as selected by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

C. Notification Procedures. Cardpool may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes (e.g., in the case of any substantive changes to this Agreement), to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our website, as determined by Cardpool in our sole discretion. Cardpool reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. Cardpool is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. We recommend that you add [notifications@cardpool.com](mailto:notifications@cardpool.com) to your email address book to help ensure you receive email notifications from us. Notices to Cardpool should be sent to:

Cardpool, Inc.

Attn: Legal Department

6220 Stoneridge Mall Road

Pleasanton, CA 94588

D. Entire Agreement/Severability. This Agreement, together with any amendments and any documents referenced herein, shall constitute the entire agreement between you and Cardpool concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Cardpool in any respect whatsoever.

E. No Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Cardpool's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. All waivers and modifications to this Agreement must be in a writing signed by both parties that expressly by its terms modifies or waives a provision of this Agreement.