

OpenGift

User Agreement

PLEASE READ THIS DOCUMENT CAREFULLY. IT IS AN AGREEMENT AND CONTAINS VERY IMPORTANT INFORMATION ABOUT THE TERMS OF OUR SERVICES. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE OUR SERVICES.

These Terms and Conditions and any terms expressly incorporated herein (the “**Terms**” or “**Agreement**”) govern a contract between you (“**you**” or “**User**”) and OpenGift Inc. (“**OpenGift**”, “**us**” or “**we**”). You must read, agree to, and accept all of the terms and conditions contained in this Agreement to be a User of our website located at OpenGift.io (the “**Site**”) or any part of the rest of the site (“**Site Services**”). This Agreement includes and hereby incorporates by reference the following important agreements, as they may be in effect and modified from time to time; Privacy Policy and Token Sale Agreement. These agreements are collectively, with this Agreement, called the “**Terms of Service**”.

Subject to the conditions set forth herein, OpenGift may, in its sole discretion, amend this Agreement and the other Terms of Service at any time by posting a revised version on the Site. Any revisions to the Terms of Service will take effect on the date posted.

IF YOU AGREE TO THE TERMS OF SERVICE ON BEHALF OF AN ENTITY OR AGENCY, OR IN CONNECTION WITH PROVIDING OR RECEIVING SERVICES ON BEHALF OF AN ENTITY OR AGENCY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY OR AGENCY TO THE TERMS OF SERVICE AND AGREE THAT YOU ARE BINDING BOTH YOU AND THAT ENTITY OR AGENCY TO THE TERMS OF SERVICE. IN SUCH EVENT, “YOU” AND “YOUR” WILL REFER AND APPLY TO YOU AND THAT ENTITY OR AGENCY.

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1. DEFINITIONS

1. In addition to definitions contained elsewhere in the text of the Agreement, the following terms shall have the meaning ascribed to them here below:

“Available Information” the Company White Paper, website and information published on official Company channels.

“Company Party” means team members or employees of the Company

“Damages” means damages, losses, liabilities, costs of expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses.

“Platform” means the OpenGift ecosystem described in the White Paper.

“Smart Contract” means the computer code created by OpenGift used to execute transfers of GIFT tokens.

“Tokens” means GIFT tokens.

“Project tokens” – means tokens of any project listed on Platform

2. ACCOUNTS

2.1 Registration and Acceptance

By opening a wallet and registering for an account to use the Site or Site Services (an **“Account”**) you agree to abide by this Agreement and the other Terms of Service. OpenGift reserves the right to decline registration to join OpenGift for any lawful reason, including supply and demand, cost to maintain data, or other business considerations. If you create an Account as an employee or agent on behalf of a company, you represent and warrant that you are authorized to enter into binding contracts, including the Terms of Service, on behalf of yourself and the company.

3. USER ROLES

Once you register for a Site Account, an OpenGift User can fulfil several User roles under the same username and password. For example, if you joined OpenGift as a Developer but you want to also Curate projects (**“Projects”**) or create Projects as a Client, you can fulfil all three roles under the same Profile.

3.1. Developer

A User fulfils the role of a Developer (“**Developer**”) by; 1) participating in programming competitions on the Platform, and/or 2) submitting his/ her open source Project on the Platform.

3.2. Curator

A User fulfils the role of a Curator (“**Curator**”) by; providing his/ her services of software development process facilitation. Typically, Curators are not affiliated with OpenGift.

3.3. Clients

A User fulfils the role of a Client (“**Client**”) by; 1) initiating a Project or specific tasks within a project, and/ or 2) co-sponsoring a specific task within a Project.

3.4 Account Profile

To register for an Account on the site as a Developer or Curator, you must complete a User profile (“**Profile**”), which you consent to be shown to other Users and the public. You agree to provide true, accurate, and complete information on your Profile and all registration and other forms you access on the Site, or provide to us, and to update your information to maintain its truthfulness, accuracy, and completeness. You agree not to provide any false or misleading information about your identity, business, experience, skills, or the services your business provides and to correct any such information that is or becomes false or misleading. We reserve the right to revoke the privileges of the Account or access to or use of the Site or Site Services, and those of any and all linked Accounts without warning if, in our sole discretion, false or misleading information has been provided in creating, marketing, or maintaining your Profile or Account.

4. ACCOUNT PERMISSIONS

You agree not to request or allow another person to create an Account on your behalf, for your use, or for your benefit, except that an authorized employee or agent may create an Account on behalf of your business. By granting other Users permissions under your Account, you represent and warrant that (a) the User is authorized to act on your behalf, (b) you are financially responsible for the User’s actions taken in accordance with those permissions, including, if applicable, entering into binding contracts on behalf of the owner of the Account, and (c) you are fully responsible and liable for any action of any User to whom you have provided any permissions and any other person who uses the Account, including making donations or contributions to Projects.

5. USERNAMES AND PASSWORDS

When you register for an Account and wallet, you will be asked to choose a username and password. You are entirely responsible for safeguarding and maintaining the confidentiality of your username, wallet address and password and agree not to share the details with any person who is not authorized to use your Account. OpenGift will not be liable for any loss of GIFT tokens caused by a loss of access to the site due to lost passwords. You authorize OpenGift to assume that any person using the Site with your username and password, either is you or is authorized to act for you. You agree to notify us immediately if you suspect or became aware of any unauthorized use of your Account or any unauthorized access to the password for any Account. You further agree not to use the Account or log in with the username and password of another User of the Site if (a) you are not authorized to use either or (b) the use would violate the Terms of Service.

6. PURPOSE OF OPENGIFT

The OpenGift Platform facilitates software development by hosting a service that enables: 1) Clients to post Projects and tasks, 2) Developers to participate in competitions for the tasks submitted by Clients, and 3) Curators to tailor Projects and tasks. Subject to the Terms of Service, OpenGift provides the Site Services to Users, including hosting and maintaining the Site and facilitating the search for Project co-sponsors.

6.1. OpenGift Competitions

To ensure that software is top-rate while remaining inexpensive, OpenGift hosts competitions. Once a Client initiates a Project or submits a task to an already existing Project, a Curator will volunteer to clarify and rewrite the Project or task requirements, and, if necessary, split the Project into sub-tasks. Developers will then give price estimates (the “**Estimate**”) for each task and each Client will pay a percentage of the Estimates to co-sponsor a task. OpenGift will attract Co-Sponsors to contribute to the total task fund and Developers will compete and submit solutions.

Clients will receive multiple solutions from Developers in a form of a link either to public or private code repository, and the Client can choose to either evaluate the code themselves or, when this service is available, Clients can purchase a code review. After submitting a first solution, Clients will vote to assign the prize fund to the author of the solution. The winners will then receive a predetermined number of GIFT tokens which will be released from the Smart Contract. OpenGift will receive a Service fee from the total task fund and the Curator will receive 10%. If the Clients are dissatisfied with the solutions provided by the Developers they have several options; 1) the Curator of the Project can assist in finding value for the solutions provided, 2) the Clients have the option to pay additional GIFT tokens to attract higher-ranked Developers to the competition, or 3) the Clients can receive a full refund if they still cannot find a solution.

6.2 Voting process

Once a solution has been submitted by a Developer, a Client can vote for the solution at any time. If the Client is satisfied with the first solution received, they can vote for the Developer

to win the prize fund. If the Client is not satisfied with the solution, they can wait for more solutions before voting on a winner.

Other Clients who co-sponsored the Project (“**Co-sponsors**”) or task will receive notification about the vote and will have the opportunity to review the code and place their own vote. If the Clients fail to vote within 48 hours after the *third* notification, their votes are automatically excluded from the voting pool. Co-sponsors who joined the Project or task after the first vote do not participate in the voting.

Clients must represent more than 50% of the total task fund to select a winner and once they reach the simple majority by votes on a winner, the winning developer takes the prize fund.

6.4. Project Tokens

When registering a Project on the Platform, whether new or adding to an existing Project, the registrant gets 100 tokens (“**Project Tokens**”) The Project Tokens have the following functionality:

- Facilitating a distribution of all payments toward a project;
- As a means of paying for tasks that are registered under the respective project; and
- They can be transferred to other accounts at the holders discretion.

Project Tokens can be used to incentivise Co-sponsors to sponsor a Project or task. The Smart Contract on the Platform allows Clients to transfer a percentage of the Project Tokens to other users. Each new payment towards a task within a Project generates new Project Tokens. The number of tokens generated depends on a serial number of the payment and shall be calculated using the following formula:

$$\text{Number of generated Project Tokens} = \text{a serial number of payment} * 2$$

During each Project Token generation, 50% of generated tokens shall be allocated to the Client who made the payment. The other 50% shall be held in a developers Project Token pool (Pool) and gets allocated to a winning developer when the corresponding task is approved by Clients. The Project initiator can change or disable this setting

7. RELATIONSHIP BETWEEN OPENGIFT AND USERS

OpenGift hosts the Site and Site Services to enable Developers, Curators and Clients to find and transact directly with each other. OpenGift does not introduce Developers to Curators, find Curators for Developers, or find Client Projects for Curators. Users are responsible for evaluating and determining the suitability of any Project on their own.

You acknowledge, agree, and understand that OpenGift, unless agreed otherwise by a separate written agreement, is not a party to the relationship or any dealings between Developer, Curator and Client. Without limitation, Users are solely responsible for (a) ensuring the accuracy and legality of any User content, (b) accurately portraying the issues

and problems that require a solution, (c) negotiating, agreeing to, and executing performance, or (d) paying for services. You further acknowledge, agree, and understand that you are solely responsible for assessing whether to co-sponsor a Project or task, and whether to compete and contribute a solution. OpenGift does not make any representations about or guarantee the truth or accuracy of any Developer's skills or experience and does not otherwise vet or perform background checks. You acknowledge, agree, and understand that OpenGift does not, in any way, supervise, direct, control, or evaluate Developers or their work and is not responsible for any Project, Project terms or work product. OpenGift makes no representations about and does not guarantee, and you agree not to hold OpenGift responsible for ability of Developers to deliver software solutions; the ability of Curators to efficiently organize Projects; the ability of Clients to pay for work product; User content, statements or posts made by Users; or the ability or willingness of a Developer or Client to actually complete a transaction.

You also acknowledge, agree, and understand that you are not an employee of OpenGift, and you are not eligible for any rights or benefits of employment. OpenGift will not have any liability or obligations under or related to any acts or omissions by you or other users. OpenGift does not, in any way, supervise, direct or control any Developer, Curator or Client; does not impose quality standards or a deadline for completion of Projects; and, does not dictate the performance, methods or process Developers use to provide code solutions.

8. MARKETPLACE FEEDBACK AND USER CONTENT

You hereby acknowledge and agree that User feedback benefits the Project marketplace, all Users, and the efficiency of the Site. OpenGift provides its feedback system as a means through which Users can share their opinions of other Users publicly, and OpenGift does not monitor, influence, contribute to or censor these opinions. You acknowledge that at a later date and without notice OpenGift may incorporate its own criterion into the rating and feedback system.

OpenGift does not generally investigate any remarks posted by Users or other User Content for accuracy or reliability and does not guarantee that User Content is accurate. You are solely responsible for your User Content, including the accuracy of any User Content, and are solely responsible for any legal action that may be instituted by other Users or third parties as a result of or in connection with your User Content if such User Content is legally actionable or defamatory. OpenGift is not legally responsible for any feedback or comments posted or made available on the Site by any Users or third parties, even if that information is defamatory or otherwise legally actionable. In order to protect the integrity of the feedback system and protect Users from abuse, OpenGift reserves the right (but is under no obligation) to remove posted feedback or information that, in OpenGift's sole judgment, violates the Terms of Service or negatively affects our marketplace, diminishes the integrity of the feedback system or otherwise is inconsistent with the business interests of OpenGift. You acknowledge and agree that you will notify OpenGift of any error or inaccurate statement in your feedback results, and that if you do not do so, OpenGift and other Users may rely on the accuracy of such information.

9. OPENGIFT FEES

9.1. Service Fee

The Platform reduces the cost of software production by organizing crowdfunding of specific pieces of software (modules and libraries). To use the Platform, Users will pay a service fee which is calculated in proportion to the amount of savings made (“**Savings**”). To calculate whether Savings have been made, the Platform uses the following formula (100% - payments of the User towards one task / total task fund) along with a set fee schedule:

Amount Saved	Service Fee
>50 =<75%	15%
>75 =<90%	30%
>90%	50%

Service Fee is calculated at the moment of a task acceptance. Prior to that, the Platform may give indications of the Service Fee or derived parameters based on currently available data.

In case the Savings amount is equal or lower 50% a fixed fee 10% as applied to the total prize fund of each task.

9.2. Curator Fee

The Curators receive an additional fee that is unrelated to the OpenGift Service fee. Curators receive either \$40 USD or 10% of the total task fund, whichever is bigger. Once a task has been solved by a winning Developer, the GIFT tokens will be paid to the Developer, Curator and to OpenGift.

9.3. Payment Processing and Administration Fees

When a Client initiates a Project, OpenGift will secure any deposited funds through the Smart Contract. The funds will be held for two months during which time OpenGift will try to secure Co-Sponsors and find Developers to complete the task. Where no satisfactory solutions have been given within the specified period of time, the Client can at any time request that the Smart Contract releases the funds back to the Client. OpenGift processes all transactions through GIFT tokens. Developers and Curators will receive their payments in GIFT tokens through the self-executing Smart Contract.

9.4. VAT

OpenGift may be required by applicable law to collect taxes or levies including, without limitation, withholding VAT in the jurisdiction of the User. In such instances, any amounts OpenGift is required to collect or withhold for the payment of any such Taxes shall be collected in addition to the fees owed to OpenGift under the Terms of Service.

10. GIFT AND FIAT CONVERSION

Financial transactions within the OpenGift system will be performed in the GIFT internal currency to guarantee the validity of our Smart Contracts. Users fulfilling the roles of Client

Project initiators or Co-Sponsors can pay in USD or Bitcoin. Any amount paid in fiat or cryptocurrency will be converted to GIFTs, which will be transferred to all associated Smart Contracts. Users fulfilling the roles of Developers and Curators will be able to sell Tokens to OpenGift at a price no less than that the amount used for calculating the number of equivalent GIFTs when the purchase was made. OpenGift shall make every effort to fulfill the incoming Token selling requests within a reasonable amount of time, but does not guarantee any specific timeframe for this.

11. REPRESENTATIONS AND WARRANTIES

11.1. Authority

User represents that he or she has all requisite power and authority to execute and deliver this Agreement, to use the Site, and to carry out and perform its obligations under this Agreement. The User has requisite power if;

- a. If an individual, User is at least 18 years old and of sufficient legal age and capacity to use the Site.
- b. If a legal person, User is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

11.2. No conflict

User represents that the execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (a) any provision of User's organizational documents, if applicable; (b) any provision of any judgment, decree or order to which User is a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which User is a party or by which it is bound; or (d) any laws, regulations or rules applicable to User.

11.3. No consent or approval required

The execution and delivery of, and performance under, this Agreement requires no approval or other action from any governmental authority or person other than the User.

12. NO OTHER RIGHTS CREATED

Neither the use of the OpenGift site nor the purchase of GIFT tokens provides Users with rights of any type with respect to OpenGift or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary or other financial legal rights. The purchase of GIFT tokens is not a loan to OpenGift nor does it provide any ownership or other interest in OpenGift.

13. DISCLAIMER

OpenGift expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind arising directly or indirectly from: (i) reliance on any information contained in the Available Information or any information presented by Projects available on the platform (ii) any error, omission or inaccuracy in any such information, (iii) any action resulting therefrom. User acknowledges and agrees that he or she is not purchasing GIFT tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.

OpenGift will not be liable to the Holder for any breach, including failure to deliver services occasioned by causes beyond the control of OpenGift including but not limited to strikes, labour slowdowns, lockouts, fires, floods, earthquakes, riots, thefts, accidents, war or other outbreak of hostilities, civil strife, acts of governments, acts of God, or other reasons, whether similar or dissimilar to the foregoing Force Majeure events.

14. GOVERNING LAW AND JURISDICTION

14.1. Applicable Law

This Agreement will be governed by and construed and enforced in accordance with the laws of the Republic of Ireland, without regard to conflict of law rules or principles (whether of the Republic of Ireland or any other jurisdictions) that would cause the application of the laws of any other jurisdiction.

14.2. Informal Dispute Resolution

User and OpenGift shall cooperate in good faith to resolve any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, and any non-contractual obligation or other matter arising out of or in connection with it (“Disputes”). If the parties hereto are unable to resolve a Dispute within 90 days of notice of such Dispute being received by all parties hereto, such Dispute shall be finally settled in arbitration proceeding as stipulated in Section 8.3.

14.3. No Class Arbitrations, Class Actions or Representative Actions

Any Dispute is personal to User and OpenGift and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

15. ARBITRATION

15.1. Binding arbitration

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings in which either Party seeks to bring an individual action in court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and the OpenGift waive your and the OpenGift's respective rights to have any and all Disputes arising from or related to the Terms herein resolved in a court, and waive your and the OpenGift's respective rights to a jury trial. Instead, you and the OpenGift will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by judge or jury in court).

15.2. Arbitration Proceedings

Any Dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be three. Each party hereto shall nominate one arbitrator. In the event that either of the two parties hereto fails to nominate an arbitrator within 30 days after the commencement of the arbitration proceedings, then the London Court of International Arbitration shall nominate an arbitrator on behalf of the party or parties hereto which have failed to nominate an arbitrator. The third arbitrator, who shall be the presiding arbitrator, shall be nominated by the two party-nominated arbitrators within 30 days of the last of their appointments. The seat of the arbitration shall be London, United Kingdom. The language of the arbitration shall be English. Any award of the tribunal shall be final and binding from the day it is made.

15.3. Confidentiality

The parties hereto agree to keep confidential all matters relating to the arbitration, including related court proceedings, to the greatest extent practicable.

16. INDEMNIFICATION

You will indemnify, defend, and hold harmless OpenGift, our Affiliates, and our respective directors, officers, employees, representatives, and agents (each an "Indemnified Party") for all Indemnified Claims (defined below) and Indemnified Liabilities (defined below) relating to or arising out of: (a) the use of the Site and the Site Services by you or your agents, including any payment obligations incurred through use of the Site Services; (b) failure to comply with the Terms of Service by you or your agents; (d) failure to comply with applicable law by you or your agents; (e) negligence, willful misconduct, or fraud by you or your agents; and (f) defamation, libel, violation of privacy rights, unfair competition, or infringement of Intellectual Property Rights or allegations thereof to the extent caused by you or your agents. For purposes of this Section, your agents include any person who has apparent authority to access or use your account demonstrated by using your username and password.

“Indemnified Claim” means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys’ fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by you or a third party or other User against an Indemnified Party.

“Indemnified Liability” means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys’ fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by an Indemnified Party against you or a third party or other User.

17. TERMINATION OF AGREEMENT

17.1. Termination

Unless both you and OpenGift expressly agree otherwise in writing, either of us may terminate this Agreement in our sole discretion, at any time, without explanation, upon written notice to the other, which will result in the termination of the other Terms of Service as well, except as otherwise provided herein. You may provide written notice to info@OpenGift.io. In the event you properly terminate this Agreement, your right to use the Site and Site Services is automatically revoked, and your Account will be closed.

If you attempt to terminate this Agreement while having one or more open Projects, you agree (a) you hereby instruct OpenGift to close any open Projects; (b) you will continue to be bound by this Agreement and the other Terms of Service until all such Projects have closed on the Site; (c) OpenGift will continue to perform those Site Services necessary to complete any open Project or related Smart Contract transaction between you and another User; and (d) you will continue to be obligated to pay Service Fees to be distributed through the Smart Contracts owed on open or completed Projects, whichever is later, to OpenGift for amounts owed under the Terms of Service.

Without limiting OpenGift’s other rights or remedies, we may, but are not obligated to, temporarily or indefinitely revoke access to the Site or Site Services or permanently revoke your access to the Site and refuse to provide any or all Site Services to you if: (i) you breach the letter or spirit of any terms and conditions of this Agreement or any other provisions of the Terms of Service; (ii) we suspect or become aware that you have provided false or misleading information to us; or (iii) we believe, in our sole discretion, that your actions may cause legal liability for you, our Users, or OpenGift or our Affiliates; may be contrary to the interests of the Site or the User community; or may involve illicit or illegal activity. If your Account is temporarily or permanently closed, you may not use the Site under the same Account or a different Account or re-register under a new Account without OpenGift’s prior written consent. Any GIFTs held in a wallet that is associated with illegal activity may be held by OpenGift pending law enforcement action.

17.2. Account Data on Closure

Except as otherwise required by law, if your Account is closed for any reason, you will no longer have access to data, messages, files, or other material you keep on the Site and that

that any closure of your Account may involve deletion of any content stored in your Account for which OpenGift will have no liability whatsoever. OpenGift, in its sole discretion and as permitted or required by law, may retain some or all of your Account information.

17.3. Survival

After this Agreement terminates, the terms of this Agreement and the other Terms of Service that expressly or by their nature contemplate performance after this Agreement terminates or expires will survive and continue in full force and effect. For example, the provisions requiring arbitration, permitting audits, protecting intellectual property, requiring non-circumvention, indemnification, payment of fees, reimbursement and setting forth limitations of liability each, by their nature, contemplate performance or observance after this Agreement terminates. Without limiting any other provisions of the Terms of Service, the termination of this Agreement for any reason will not release you or OpenGift from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination.

18. GENERAL

18.1. Entire Agreement

This Agreement, together with the other Terms of Service, sets forth the entire agreement and understanding between you and OpenGift relating to the subject matter hereof and thereof and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between you and us, written or oral, to the extent they relate in any way to the subject matter hereof and thereof. The second headings in the Terms of Service are included for ease of reference only and have no binding effect. Even though OpenGift drafted the Terms of Service, you represent that you had ample time to review and decide whether to agree to the Terms of Service. If an ambiguity or question of intent or interpretation of the Terms of Service arises, no presumption or burden of proof will arise favouring or disfavouring you or OpenGift because of the authorship of any provision of the Terms of Service.

18.2. Modifications; waiver

No modification or amendment to the Terms of Service will be binding upon OpenGift unless in a written instrument signed by a duly authorized representative of OpenGift or posted on the Site by OpenGift. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

18.3. Assignability

User may not assign the Terms of Service, or any of its rights or obligations hereunder, without OpenGift's prior written consent in the form of a written instrument signed by a duly authorized representative of OpenGift. OpenGift may freely assign this Agreement and the other Terms of Service without User's consent. Any attempted assignment or transfer in

violation of this subsection will be null and void. Subject to the foregoing restrictions, the Terms of Service are binding upon and will inure to the benefit of the successors, heirs, and permitted assigns of the parties.

18.4. Severability

If and to the extent any provision of this Agreement or the other Terms of Service is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

19. Contact Us

If you have any questions about these Terms, please contact us at info@opengift.io.