

- BUY GIFT CARDS
- SELL GIFT CARDS
- ORDER STATUS
- <u>LOG IN</u>
- CART 0

Conditions of Use

Terms and Conditions of Use Agreement

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We maintain this web site as a service to our customers, and by using our site you are agreeing to comply with and be bound by the following terms of use. Please review the following terms and conditions carefully. If you do not agree to the terms and conditions, you should not obtain goods, services or products from this site.

PLEASE NOTE: YOU MUST BE 18 YEARS OLD OR OLDER AND A U.S. RESIDENT IN ORDER TO PARTICIPATE ON OUR SITE.

- 1. Acceptance of Agreement. You agree to the terms and conditions outlined in this Terms and Conditions of use Agreement with respect to our site (the "www.CardCash.com"). This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement. This Agreement may be amended by us at any time and from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site. Additionally, completing a purchase on our site indicates that you have read and accepted these terms and conditions.
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- **3.** Fraud: By becoming a member, you confirm that the information provided in this form is true and that you agree to abide by the Terms and Conditions of use of this site. Please note that your membership can

be canceled without notice if it is determined that false or misleading information has been provided, the Terms and Conditions of use have been violated, or other abuses have occurred as determined by CardCash LLC in its sole discretion. If membership has been revoked, CardCash LLC reserves the right to refuse application or readmission to the membership program.

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- 7. Nontransferable. Your right to use the Site is not transferable. Any password or right given to you to obtain information or documents is not transferable and may only be used by you.
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- **10.** Use of Information. We reserve the right, and you authorize us, to the use and assignment of all information regarding Site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

- 11. Third-Party Services. We allow access to or advertise third-party merchant sites ("Merchants") from which you may purchase or otherwise obtain certain goods or services. You understand that we do not operate or control the products or services offered by Merchants. Merchants are responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between you and Merchants. YOU AGREE THAT USE OF SUCH MERCHANTS IS AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND MERCHANTS OR FOR ANY INFORMATION APPEARING ON MERCHANT SITES OR ANY OTHER SITE LINKED TO OUR SITE.
- **12.** Third-Party Merchant Policies. All rules, policies (including privacy policies) and operating procedures of Merchants will apply to you while on such sites. We are not responsible for information provided by you to Merchants. We and the Merchants are independent contractors and neither party has authority to make any representations or commitments on behalf of the other.
- 13. Privacy Policy. Our Privacy Policy may change from time to time and is a part of this Agreement.
- **14.** Payments. You represent and warrant that if you are purchasing something from us or from our Merchants that (i) any credit card information you supply is true, correct and complete, (i) charges incurred by you will be honored by your credit card company, and (iii) you will pay the charges incurred by you at the posted prices, including any shipping fees and applicable taxes.
- 15. Billing and Shipping Errors. CardCash LLC reserves the right to cancel an order partially or completely for items that are out of stock or for items that were omitted by our shipping department. If an item was omitted CardCash will consider re-shipping the missing item at no cost to the buyer. Reshipping the item is at CardCash sole discretion. If CardCash does not ship the omitted item, it will refund the buyer for that portion of the order within 24-72 hours. If CardCash shipping department shipped additional cards or a card of greater value, the buyer accepts responsibility to notify CardCash of this error within 7 business days. CardCash will provide a free shipping label for the buyer to return the card. If the card is not returned, CardCash reserves the right to charge/bill the buyer for the remaining balance.
- 16. Securities Laws. This Site may include statements concerning our operations, prospects, strategies, financial condition, future economic performance and demand for our products or services, as well as our intentions, plans and objectives that are forward-looking statements. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties, many of which are beyond our control. When used on our Site, words like "anticipates," "expects," "believes," "estimates," "seeks," "plans," "intends" and similar expressions are intended to identify forward-looking statements designed to fall within securities law safe harbors for forward-looking statements. The Site and the information contained herein do not constitute an offer or a solicitation of an offer for sale of any securities. None of the information contained herein is intended to be, and shall not be deemed to be, incorporated into any of our securities-related filings or documents.
- 17. Links to Other Web Sites. The Site contains links to other Web sites. We are not responsible for the content, accuracy or opinions express in such Web sites, and such Web sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked Web site on our Site does not imply approval or endorsement of the linked Web site by us. If you decide to leave our Site and access these third-party sites, you do so at your own risk.
- 18. Submissions. All suggestions, ideas, notes, concepts and other information you may from time to time

send to us (collectively, "Submissions") shall be deemed and shall remain our sole property and shall not be subject to any obligation of confidence on our part. Without limiting the foregoing, we shall be deemed to own all known and hereafter existing rights of every kind and nature regarding the Submissions and shall be entitled to unrestricted use of the Submissions for any purpose, without compensation to the provider of the Submissions.

- **19.** Return Policy. Due to the nature of our online site, and the products listed, we CardCash have a strict NO RETURN policy for any product. No product shall be able to be returned for a like item, or for a cash refund. Additionally, orders cannot be canceled once the order has been placed.
- **20.**Shipping Policy. CardCash will be responsible to ship out the order as per the method selected by the customer at the time the order was placed. CardCash generally will ship out the order within 1-2 business days from the time the order was placed. However, CardCash reserves the right to ship out the order up to seven business days. CardCash will provide the customer a tracking number as proof that the order has been shipped out. No further proof is required. Once the tracking number provided by CardCash indicates that it is in route with the carrier, CardCash shall bare no responsibility unless shipping insurance has been selected and paid by the customer at the time of checkout. Once the tracking information declares the package to be delivered CardCash shall be absolved from all claims of non receipt even if shipping insurance has been selected.
- **21.**Goods Not As Described 45 Day Return Policy. If a gift card turns out to be a fraudulent card and is cancelled by the merchant or if there is any other balance discrepancy, the customer must contact us within 45 days of the purchase. We will then investigate the matter. If CardCash determines that the balance discrepancy was not a result of the customer use of the card, it will either replace the card or refund the purchase. Prior to receiving a refund or a replacement, the customer, must return the purchase to CardCash via an authorized trackable shipping company. CardCash will only honor returns that fall into this category for claims made within 45 days of the purchase. The claim must either be faxed to 877-629-6103 or emailed to sales@cardcash.com. Please keep a copy of the time stamp and submission for your records. After 45 days, CardCash shall not be responsible for any balance discrepancy or cards cancelled by a merchant.
- **22.**Right To Refuse An Order. CardCash reserves the right to refuse any order placed. Additionally, if there was a mistake in the price of an order or coupon applied, CardCash reserves the right to notify the customer to pay the difference or cancel the order. CardCash reserves the right to cancel the order at anytime.
- 23. Venue; Applicable Law. YOU AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT, OR YOUR USE OF THE SITE OR ANY SAMPLES OR PRODUCTS OBTAINED BY YOU THROUGH SUCH USE, SHALL BE LITIGATED IN THE CIRCUIT COURT OF OCEAN COUNTY, NJ OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY. YOU ARE EXPRESSLY SUBMITTING AND CONSENTING IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING IN ANY OF SUCH COURTS, AND ARE WAIVING ANY CLAIM THAT EAST WINDSOR, NJ OR THE DISTRICT OF NEW JERSEY IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. This site is created and controlled by CardCash LLC, in the State of New Jersey, USA. As such, the laws of New Jersey will govern the terms and conditions contained in this Agreement and elsewhere throughout the Site, without giving effect to any principles of conflicts of laws.
- **24.** Lapsed Accounts: In order to keep CardCash membership roster current, if a Member does not access his or her account for a period of 90 days or more, CardCash may, in its sole discretion, terminate such

Member's account. CardCash will endeavor to notify a Member of CardCash intent to terminate such Member's account by notice to such Member's provided email address at least RE days prior to deactivation. If the Member fails to respond to such email notice with 10 days after the day it is sent by CardCash, such Member's account will be terminated as noted above. Therefore, CardCash strongly recommends that all Members keep their accounts and contact data current and in use. While CardCash LLC desires to prevent active accounts from being terminated prematurely, CardCash has no obligation to maintain accounts that appear to CardCash to have been abandoned. Each Member agrees that failure to access his or her account for 90 days or more conclusively indicates that such Member's account has been abandoned and that the account may therefore be terminated.

- **25.** Verify Members' Address: CardCash reserves the right to contact a Member via email to verify the accuracy of account information (including the Member's correct name and address) that is needed to provide the Member with the information he or she requested from CardCash.
- **26.** Sell and Trades: The following terms apply to Sellers and Traders who utilize the Sell and Trade sections of CARDCASH.com to sell or trade their gift cards. For simplicity, we will hereinafter only use the term Sellers. Sellers who transact and sell their gift card(s) to CARD CASH agree that as a condition to receiving payment the Seller consents to and authorizes CARD CASH to withdraw or charge-back its method of payment should it determine at any later time that the gift card(s) sold were acquired fraudulently or whose balance has changed from the time the original transaction has taken place and CARD CASH determines this balance depletion to be a result of the sellers use or the use of an affiliated party, or due to an expiration date/merchant inactivity fees which occur earlier than 1 year from the date of the sale. If ACH was used as a method of payment, the seller authorizes CARD CASH in such an event to make a withdrawal of the funds deposited. If the seller has supplied CARD CASH with a credit card number, the seller authorizes CARD CASH to charge the applicable amount to the card. If CARD CASH is not successful in making an ACH withdrawal, charging back its method of payment, or charging the sellers credit card, the seller is personally responsible to issue a full refund to CARD CASH. If no refund is issued, CARD CASH reserves the right to collect reimbursement with any other methods sanctioned by the law of the state of NJ. If legal actions are required to collect reimbursement the seller will be responsible to additionally reimburse CARD CASH Gift Cards for any legal fees incurred.
- **27.** Promotional and Expiration Date: CardCash.com does not accept gift cards that are promotional, have any restrictions, or have an expiration date.

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