

GIFT ANNUITY NOW, LLC

Terms of Use

1. **Acceptance of Terms of Use.**

These Terms of Use, which include our Privacy Policy and End User License Agreement ("EULA") govern the services provided to you by GIFT ANNUITY NOW, LLC, a Texas limited liability company (the "Company," "us" or "we"), including all features and functionalities, its website and all content and software associated therewith. By using our services, you accept and agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, you should not use our services, including our website and software. As used herein, "you" means the Member and its Authorized Representatives, directors, officers, agents and representatives.

These Terms of Use provide that all disputes between you and the Company will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the Arbitration Agreement below for the details regarding your agreement to arbitrate any disputes with the Company.

2. **Changes to Terms of Use.** The Company reserves the right, from time to time, with or without notice to you, to change these Terms of Use, including the Privacy Policy and EULA, in our sole and absolute discretion. The most current version of these Terms of Use can be reviewed by visiting our website located at www.giftannuitynow.com. The most current version of the Terms of Use will supersede all previous versions. We will endeavor to post prior version(s) on our website when the Terms of Use are updated.

3. **Privacy and Communications Preferences.** Any personally identifying information submitted through the Company's services is subject to our Privacy Policy, the terms of which are incorporated herein. Please review our Privacy Policy to understand our practices. The date of any changes to our Privacy Policy will be noted at the bottom of the policy. By using the Company's services, you consent to your Authorized Representatives receiving communications from us. These communications will include notices about your account (e.g., change in password, confirmation e-mails and other transactional information) and information concerning or related to our services. These communications are part of your relationship with the Company and you receive them as part of the services. You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

4. **Right to Terminate.** We reserve the right to terminate or restrict your use of our services, without notice, for any or no reason whatsoever. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-YEAR PERIODS OR UNUSED SERVICES.

5. **Our Services.**

(a) **Availability.** The services are provided through our website located at www.giftannuitynow.com. You must have access to an Internet connection in order to access our services and software. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. In addition, the

Company relies on third-party service providers to host its website and the software. The Company has no control over such service providers and is not responsible for any interruptions to the services or unavailability of the website due to downtime caused by the Company's website host or other third-party service providers.

(b) Software. The Company's software is developed by, or for, the Company. This software is licensed to you by the Company pursuant to these Terms of Use and the EULA, and solely for the purpose of using the Company's services and for no other purpose whatsoever. WE DO NOT WARRANT THE PERFORMANCE OF THIS SOFTWARE, INCLUDING ITS CONTINUING COMPATIBILITY WITH OUR SERVICE. Please refer to the Disclaimers of Warranties and Limitations of Liability set forth in these Terms of Use. You may not copy or reproduce the software nor may you decompile, reverse engineer, disassemble, modify or creative derivative works of any of the software, or any portion thereof. Any unauthorized use of the software is strictly prohibited and the Company reserves the right to not provide the software (including updates) to you at any time and to discontinue the ability to access the Company's services through such software at any time, without prior or any notice.

(c) END USER LICENSE AGREEMENT. BY USING OUR SERVICES, YOU ACKNOWLEDGE AND AGREE (i) TO THE SOFTWARE END USER LICENSE AGREEMENT AS SUCH MAY BE AMENDED OR ADDED TO FROM TIME TO TIME AND (ii) TO RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF THE COMPANY'S AND RELATED THIRD-PARTY SOFTWARE. IF YOU DO NOT ACCEPT THE FOREGOING TERMS, DO NOT USE OUR SERVICE.

(d) We do not warrant that any of the software used and or licensed in connection with our services will be compatible with other third party software nor do we warrant that operation of our services and the associated software will not damage or disrupt other software or hardware. Any issues related to our services are covered and limited by these Terms of Use. Please refer to the Disclaimers of Warranties and Limitations of Liability set forth in these Terms of Use.

6. Passwords. The Member has access and control over the account. The Member agrees that the Company will only deliver the Member's password to its Authorized Representatives. After the initial password has been created, the Member's password may only be changed by an Authorized Representative. A Member's password may be changed by contacting the Company. The Member's control is exercised through use of the password and therefore to maintain exclusive control, the Member and its Authorized Representative should take necessary and appropriate precautions to prevent the password from being lost, stolen or misused. Only one (1) password will be given to the Member.

BY SHARING THE YOUR PASSWORD, THE MEMBER AGREES TO BE RESPONSIBLE FOR ASSURING THAT ITS AUTHORIZED REPRESENTATIVES, DIRECTORS, OFFICERS, EMPLOYEES AND REPRESENTATIVES COMPLY WITH THE TERMS OF USE AND SUCH MEMBER SHALL BE RESPONSIBLE FOR THE ACTIONS OF SUCH PERSONS.

7. Account Access; Identity Protection.

(a) In order to provide you with ease of access to your account and to help administer the services, the Company may implement technology that enables it to recognize you as the account holder and provide you with direct access to your account without requiring you to retype any password or other user identification when you revisit the Company's website. You are responsible for updating and maintaining the truth and accuracy of the information you provide

to the Company relating to your account.

(b) You are also responsible for maintaining the confidentiality of your account and password. If you disclose your password to anyone or share your account with other people, you take full responsibility for their actions.

(c) If you find that you're a victim of identity theft and it involves your account, you should notify the Company. Also, you should be mindful of any communication requesting that you submit credit card or other account information. Providing your information in response to these types of communications can result in identity theft. Always access your sensitive account information by going directly to the Company's website and not through a hyperlink in an email or any other electronic communication, even if it looks official. The Company reserves the right to place any account on hold anytime with or without notification to the member in order to protect itself and its partners from what it believes to be fraudulent activity. The Company is not obligated to credit or discount a membership for holds placed on the account by either a representative of the Company or by the automated processes of the Company.

8. **Disclaimers of Warranties and Limitations on Liability.**

(a) THE COMPANY'S SERVICES, INCLUDING ITS WEBSITE AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE COMPANY'S SERVICES, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. WE AND OUR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE COMPANY'S SERVICES, ITS WEBSITE AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH. THE COMPANY DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE COMPANY'S SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT THE COMPANY MAY ELIMINATE OR OTHERWISE MODIFY ANY OR ALL ASPECTS OF THE COMPANY'S SERVICES, INCLUDING FEATURES, WITHOUT COMPENSATION OR NOTICE TO YOU. Without limiting the foregoing, the Company and its licensors assume no liability or responsibility for any of the following: (i) errors or omissions in the content delivered by the Company's services or on the Company's website; (ii) recommendations or advice of the Company's personnel; (iii) any failure or interruption in the availability of the Company's services and/or website, (iv) delivery and or display of any content contained on the Company's website or otherwise through the Company's services; and (vii) any losses or damages arising from the use of the content provided on the Company's website or otherwise through the Company's services, including any losses or damages arising from downloading of related software, downloading and/or use of any other software, or any conduct by users of the Company's services, website or software. TO THE EXTENT ALLOWABLE BY LAW, THE COMPANY AND ITS LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. In addition, the Company does not represent or warrant that the information accessible via its website is accurate, complete or current. We do not represent or guarantee that your use of the Company's services will be free from interruption, loss, corruption, attack, viruses, interference, hacking, or other security intrusion and we disclaim any liability with respect thereto. No oral or written information or advice given by us or our authorized representative shall create a warranty or otherwise constitute a representation binding upon the Company or its affiliated parties.

(b) IN NO EVENT SHALL THE COMPANY, OR ITS SUBSIDIARIES OR ANY OF THEIR MEMBERS,

MANAGERS, DIRECTORS, PARTNERS, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE COMPANY'S SERVICES, ITS WEBSITE, AND ALL CONTENTS AND SOFTWARE ASSOCIATED THEREWITH, OR OTHERWISE RELATED TO THE COMPANY'S SERVICES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES FOR LOSSES ARISING FROM THE USE OR INABILITY TO USE THE COMPANY'S SERVICES, INCLUDING OUR WEBSITE AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONE YEAR'S FEE ON YOUR MEMBERSHIP PLAN. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION OR OTHER SECTIONS OF THESE TERMS OF USE, INCLUDING ANY PORTION OF THE PRIVACY POLICY OR THE EULA, TO BE UNENFORCEABLE, THEN THOSE PORTIONS DEEMED UNENFORCEABLE SHALL BE SEVERED AND THE TERMS OF USE SHALL BE ENFORCED ABSENT THOSE PROVISIONS AND ANY LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

(c) THE COMPANY SHALL NOT BE LIABLE TO THE MEMBER OR ANY OF ITS DONORS, MEMBERS, BENEFICIARIES OR THIRD PARTY WITH OR FOR WHOM A MEMBER DIRECTLY OR INDIRECTLY USES OR SHARES THE SOFTWARE OR THE COMPANY'S SERVICES. NO SUCH DONOR, MEMBER, BENEFICIARY OR THIRD PARTY SHALL BE DEEMED TO BE A THIRD-PARTY BENEFICIARY OF ANY MEMBER OR AUTHORIZED REPRESENTATIVE AND SHALL HAVE NO RIGHTS OF ANY KIND UNDER OR ARISING FROM THESE TERMS OF USE, THE MEMBERSHIP AGREEMENT, END USER LICENSE AGREEMENT, PRIVACY POLICY OR ANY OTHER RELATIONSHIP BETWEEN THE COMPANY AND ANY MEMBER.

9. **Intellectual Property.**

(a) Copyright. The Company's services, including all content included on the Company's website, or delivered to customers as part of the service, including, but not limited to, text, graphics, logos, designs, photographs, button icons, images, audio/video clips, digital downloads, data compilations, and software, are the property of the Company or its licensors and are protected by United States and international copyright, trade secret or other intellectual property laws and treaties. The compilation of all content and any software or other materials provided by the Company on its website or in connection with the Company's services are the exclusive property of the Company and its licensors and are protected by the copyright and trade secret laws in the territories in which the Company's services operate and by international treaty provisions. Content shall not be reproduced or used without express written permission from the Company or its licensors. You agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the Company's services, not to insert any code or product or manipulate the content of the Company's services in any way, and not to use any data mining, data gathering or extraction method. The Company reserves the right to terminate your membership hereunder if the Company, in its sole and absolute discretion, believes that you are in violation of the Company's software restrictions or other unauthorized copying or use of our proprietary content in violation of the copyrights of the Company and its licensors. The use of the Company's services, including videos made available to you by us, is

solely for your personal and non-commercial use.

(b) **Trademarks.** The Company's name, logo and website address are trademarks or service marks of the Company. The Company's website, including but not limited to its graphics, logos, page headers, button icons, scripts and service names constitute trade dress of the Company. The trademarks, service marks and trade dress of the Company may not be used or reproduced without prior written approval from the Company and may not be used in connection with any product or service that is not affiliated with the Company, in any manner that is likely to cause confusion among customers, in any manner that dilutes the rights of the Company, or in any manner that disparages or discredits the Company. Other trademarks that appear on the Company's website and user interfaces are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by the Company. Any images of persons or personalities contained on the Company's website are not an indication or endorsement of the Company or any particular product or our services unless otherwise indicated.

10. **Your Conduct in Accessing the Company's Services.** By accessing the Company's services and website, you agree to use the Company's services, including all features and functionalities associated therewith, the website and all content and software associated therewith in accordance with all applicable laws, rules and regulations. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Company's services. You also agree not to impersonate any other person while using the Company's services, conduct yourself in a vulgar or offensive manner while using the Company's services, or use the Company's services for any unlawful purpose.

You agree that all of the foregoing restrictions apply not only to the Company's services, but also to the servers and networks connected to any portions of the Company's services whether operated by the Company or third parties ("**Networks**"). You agree not to interfere with Networks, violate any of the procedures, policies or regulations applicable to Networks, use Networks in a way that harms or impairs anyone else's use of Networks, use Networks to gain unauthorized access to any service, data, account or other networks, use Networks to falsify any protocol or email header information (e.g., "spoofing"), use Networks to send "spam" (i.e., unsolicited bulk email or commercial messages) or items of a destructive or deceptive nature, or remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into Networks.

11. **Limitations on Use.** Unless otherwise specified, the Company's services are for your personal and non-commercial use only and we grant you a limited, non exclusive, non transferable, license to access the Company's services for that purpose. Except for the foregoing limited license, no right, title or interest shall be transferred to you. You may not download (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Terms of Use), modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Company's services or software, without our express written consent. You may not circumvent, remove, alter, deactivate, degrade or thwart any protections in the Company's services or software. You may not purchase search terms or use any meta tags or any other "hidden text" utilizing the Company's name or trademarks without our express written consent. Any unauthorized use of the Company's services or its software will terminate the limited license granted by us and will result in the cancellation of your membership.

12. **Governing Law.** These Terms of Use shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of laws provisions. If any provision or provisions of these terms shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and shall remain in full force and effect.

13. **Arbitration Agreement.**

(a) You and the Company agree that any dispute, claim or controversy arising out of or relating in any way to the Company's services, including its website, user interfaces, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and the Company are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your membership.

(b) If you elect to seek arbitration, you must first send to the Company by certified mail, a written Notice of your claim ("Notice"). The Notice to the Company should be addressed to: Gift Annuity NOW, 6200 LBJ Freeway, Suite 200, Dallas, Texas 75240-6331 ("Notice Address"). If the Company elects to seek arbitration, it will send a written Notice to the address listed on the Membership Agreement. A Notice, whether sent by you or by the Company, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If The Company and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or the Company may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by the Company or you shall not be disclosed to the arbitrator. You may download or copy a form Notice and a form to initiate arbitration at www.adr.org. If you are required to pay a filing fee, after the Company receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless the Company and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. (If you reside outside of the United States, any arbitration hearings will take place in your country of residence at a location reasonably convenient to you, but will remain subject to the AAA Rules including the AAA rules regarding the selection of an arbitrator). If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is

greater than the value of the Company's last written settlement offer made before an arbitrator was selected (or if the Company did not make a settlement offer before an arbitrator was selected), then the Company will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

(c) YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.