

## **GIFT CARD PROGRAM TERMS**

Last updated: July 1, 2023

Your financial institution (“Program Sponsor” or “Financial Institution”) has chosen Velocity to administer the Gift Card Program available to certain of its account holders. Velocity requires that all Participants comply with all terms and conditions set forth below. The Terms and Conditions (as defined below) are between you and Velocity Solutions, LLC. Velocity Solutions, LLC (referred to as “Velocity” “we”, “us”, “our” and “Provider”, as applicable) provide the Gift Card Program and Gift Card Program Website to you strictly subject to these Gift Card Program Terms, the Privacy Policy, and the Velocity Master Terms of Use (collectively, the “Terms and Conditions”).

PLEASE REVIEW THESE TERMS CAREFULLY BEFORE PARTICIPATING IN THE GIFT CARD PROGRAM OR USING THE GIFT CARD PROGRAM WEBSITE. BY PARTICIPATING IN THE GIFT CARD PROGRAM OR USING THE GIFT CARD PROGRAM WEBSITE, YOU WILL HAVE INDICATED YOUR ACKNOWLEDGEMENT AND AGREEMENT TO BE GOVERNED BY EACH TERM, CONDITION, AND DISCLAIMER IN THE SERVICE AGREEMENTS. IF YOU DO NOT AGREE TO THE TERMS, CONDITIONS AND DISCLAIMERS IN THE SERVICE AGREEMENTS, YOU ARE NOT AUTHORIZED TO PARTICIPATE IN THE GIFT CARD PROGRAM OR USE THE GIFT CARD PROGRAM WEBSITE.

### **1. Definitions**

“Contact Address” means P.O. Box 2600, Wilmington, NC 28402, Attn: Gift Card Program

“Participant” means a person or entity participating in the Gift Card Program.

“Certificates” means intangible personal property certificates provided by Velocity to Participants under the Gift Card Program that are redeemable for Gift Cards.

“Gift Cards” means the closed loop payment cards for various retailers catalogued on the Gift Card Program Website for which Certificates may be redeemed in the Gift Card Program.

“Gift Card Program” means that incentive program administered by Velocity on behalf of Financial Institution through which the Gift Card Program Website is made available to a Participant for Certificate redemption.

“Gift Card Program Website” means that website maintained and administered by us from which you have accessed these Gift Card Program Terms.

### **2. Terms and Conditions Subject to Change**

We may add to, remove and/or reduce, terminate, or modify all or any portion of the Service Agreement(s) at any time in our sole discretion and without notice to you. Changes made will become effective from the “Last Updated” date at the top of this page or by writing to our Contact Address. You are responsible for making sure you have the most current version of all Terms and Conditions. Terms and Conditions may be amended only by us as described above, and not through any course of dealing or oral communications. Our acceptance, debit, or

deposit of any payment made by you to us or notation on any document sent by you to us does not constitute an amendment of any Service Agreement by us.

### **3. Eligible Participants; Obligations of Participants**

Only United States residents who are 18 years of age or older and business entities having their principal office in the United States may participate in the Gift Card Program. Velocity reserves the right at any time to further limit participation in the Gift Card Program.

Participants must only participate in the Gift Card Program if and to the extent such participation is permitted by such laws, rules and regulations. Velocity may refuse to enroll a Participant, or to restrict, modify or terminate a Participant's participation in the Gift Card Program, without liability to the Participant or any other party, if a Participant violates any law, rule or regulation, or if a Participant's participation in the Gift Card Program could violate any law, rule or regulation. Participants agree to comply with all applicable laws, rules and regulations when accessing and participating in the Gift Card Program.

Participants must provide accurate and true information to Velocity at all times and must promptly notify Velocity of any change in shipping address (mail or email) by updating their personal information at the Gift Card Program Website. To view and access Gift Cards and to redeem Certificates for available Gift Cards, you must have and maintain an operational email account able to receive notices and correspondence relating to the Gift Card Program.

Participants must not abuse Gift Card Program privileges by engaging in conduct that is detrimental to Velocity or the Program Sponsor, including, without limitation, attempting to earn Certificates or redeem Certificates through fraudulent or unethical means, or in a manner inconsistent with or contrary to the Terms and Conditions. If you attempt to abuse the Gift Card Program, or fail to comply with the Terms and Conditions, Velocity may, without limitation, cancel and void all Certificates, terminate your participation in the Gift Card Program, and/or cancel any MRPC Program Debit Card belonging to you or an Accountholder. Velocity shall be the sole arbiter in cases of suspected abuse, fraud or violation of its rules and any decision it makes relating to termination of participation (including cancellation of Certificates) shall be final and binding.

### **4. Redemption of Certificates**

All Certificates are either (i) electronically deposited to your Gift Card Program account if this option is made available by your Program Sponsor (this method of electronic deposit of Certificates is referred to herein as “eDeposit” and may or may not be available for your particular Gift Card Program and/or your particular Program Sponsor); or (ii) evidenced by certificates issued by Velocity which contain a unique certificate number. Certificates received by eDeposit are herein referred to as “eDeposit Certificates”, while Certificates evidenced by certificates are herein referred to as “Certificates”.

Certificates are redeemed through the Gift Card Program Website, or by submitting a paper order form which may be obtained by calling the number

listed under 'Contact Us' and may be submitted via standard mail sent to our Contact Address. Certificates may be redeemed only for Gift Cards offered by Velocity that are available at the time of redemption. CERTIFICATES MAY NOT BE REDEEMED FOR CASH, CHECK OR CREDIT. CERTIFICATES HAVE NO CASH VALUE. At the time of redemption, Participants may be asked for identification suitable to Velocity in its discretion. ALL CERTIFICATES EXPIRE TWO YEARS FROM THE FIRST DAY OF THE MONTH IN WHICH THE CERTIFICATES WERE ISSUED AND UPON SUCH EXPIRATION BECOME VOID, UNLESS OTHERWISE STATED ON A CERTIFICATE, OR NOTIFIED TO YOU IN WRITING. NO REPLACEMENTS WILL BE MADE FOR LOST, STOLEN OR DAMAGED CERTIFICATES.

Certificates will be subtracted from a Participant's account once a Gift Card is requested, and any certificates representing those Certificates will become void once redeemed. A Participant may not cancel the order or substitute another Gift Card for the one ordered except as otherwise provided in these Gift Card Program Terms. No refunds of Certificates will be made for any reason. If you reverse a transaction made with or purchased with your Gift Card Program Debit Card (e.g., you return an item you purchased with your Program Debit Card back to a merchant), the statement credit you receive in your Gift Card Program eligible checking account will cause Certificates earned from the purchase transaction to be deducted from your Program account.

#### **5. Product Exchanges**

Product exchanges will be made upon the following terms and conditions:

a. For item(s) damaged prior to receipt by the Participant, the Participant may (a) contact member services for the program for assistance, or (b) mail the item(s) to the address specified by Velocity on the return form included in the product shipment or specified on this website, and enclose a notation indicating the problem with the item(s). Replacement item(s) will be sent to the Participant, and the postage required for the return will be refunded to the Participant.

b. For item(s) not damaged, but for which the Participant desires a replacement, the Participant may exchange the item(s) for any other item(s) then currently available for the same number of Certificates or for a lesser number of Certificates. If the exchange is for an item available for a lower number of Certificates, no Certificates will be refunded. The Participant may return the exchanged item(s) to the address specified by Velocity on the return form included in the product shipment or specified on this website and must enclose \$3.50 for postage and handling. Velocity will replace the returned item(s) with the requested item(s). The cost of the return postage will not be refunded to the Participant.

Notwithstanding anything to the contrary:

- No returns or exchanges will be accepted for any reason after 90 days from the date of the order.
- No Certificates will be refunded or redeposited in the event of any return or exchange.
- If an item requested to be sent as a replacement or exchange is not available, then Velocity reserves the right to substitute another item of equal or greater value (as determined by Velocity).

#### **6. Gift Cards Subject to Availability and Provider Requirements.**

Velocity strives to maintain adequate inventories of Gift Cards. However, items are occasionally discontinued or unavailable.

You may only use Certificates for Gift Cards that are currently available. Certain Gift Cards may only be available for specific time periods. Some Gift Cards may have additional terms and conditions specific to such Gift Card; the detailed terms and conditions for a specific Gift Cards are available on the Gift Card Program Website or by written request sent to our Contact Address.

Velocity reserves the right to replace any Gift Cards item ordered with an item of equal or greater value (as determined by Velocity). Velocity also reserves the right from time to time to increase the number of Certificates required for certain items and to correct any errors in Gift Card Program catalogs or on the Gift Card Program Website without notice.

When you use or redeem Certificates to receive Gift Cards, you release us and all of our affiliates from any and all liability for your use of Certificates, for your use of the Gift Cards, and for your participation in the Gift Card Program.

#### **7. Non-Transferability of Certificates**

Certificates may not be transferred voluntarily or involuntarily to any other person or account. Certificates are void if transferred. Certificates may not be sold, bartered or exchanged. Additionally, Certificates cannot be transferred by operation of law, including, without limitation, by inheritance, in bankruptcy or in connection with a divorce.

#### **8. Account Number Masking.**

For security reasons, your full Account number, full Social Security Number and certain other identifying data will not be stored by us anywhere, including on the Gift Card Program Website. You acknowledge and consent to our use of a masked account number (for example, "\*\*\*\*\*6789" instead of "123456789") as a true and accurate representation of your full Account number for all correspondence, confirmation e-mails, and cancellation e-mails.

#### **9. Termination of Accounts; Discontinuation of Gift Card Program**

If a Participant objects to any portion of the Terms and Conditions, or any subsequent modifications thereto, or become dissatisfied with the Gift Card Program, the Participant's only recourse is to immediately discontinue participation in the Gift Card Program and terminate the Participant's relationship with Velocity. At such time, all Certificates will be forfeited.

Velocity reserves the right to terminate any Participant's account if that Participant has been inactive for any given period of 24 consecutive months. A Participant shall be considered "inactive" for such time as the Participant has not added Certificates to the Participant's account or redeemed Certificates for gift cards. Upon termination of an inactive account, the accrued Certificates will be cancelled.

Velocity reserves the right to change, modify or discontinue the Gift Card Program with or without notice to the Participant. Velocity shall not be liable to the Participant should Velocity exercise its right to modify or discontinue the Gift Card Program.

#### **10. Disclaimer of Warranties Specific to Gift Card Program**

**YOU EXPRESSLY AGREE THAT YOUR USE AND PARTICIPATION IN THE GIFT CARD PROGRAM IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE THAT THE GIFT CARD PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, THE PROGRAM SPONSOR, AND OUR LICENSORS AND VENDORS ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OR FOR ANY INFORMATION OR CONSEQUENCES RESULTING FROM YOUR USE OF THE GIFT CARD PROGRAM. MOREOVER WE, THE PROGRAM SPONSOR, AND OUR LICENSORS AND VENDORS ARE NOT RESPONSIBLE FOR ANY TECHNICAL ISSUES EXPERIENCED BY YOU. WE, THE PROGRAM SPONSOR, AND OUR LICENSORS AND VENDORS MAKE NO AND EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM, INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, THE PROGRAM SPONSOR, AND OUR LICENSORS AND VENDORS DISCLAIM ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE GIFT CARD PROGRAM (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL RISKS RELATING TO THE FOREGOING.**

#### **11. Limitation of Liability Specific to Gift Card Program**

*For the avoidance of doubt, this Limitation of Liability section is in addition to the limitation of liability set forth in the Velocity Master Terms of Use.*

**WE SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL, RELATING TO THE GIFT CARD PROGRAM, THE PRODUCTS FOR WHICH CERTIFICATES ARE REDEEMED, OR ANY CONSEQUENCES FLOWING THEREFROM OR RELATED THERETO, INCLUDING LOST PROFITS. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MIGHT NOT APPLY TO YOU.**

**OUR LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF US AND OUR DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, INDEPENDENT CONTRACTORS, SHAREHOLDERS, REPRESENTATIVES AND AGENTS RESULTING FROM ANY SUCH CLAIMS, EITHER JOINTLY OR SEVERALLY, SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00). This limitation of liability is a bargained-for exchange in connection with our permitting your participation in the Gift Card Program.**

OUR THIRD PARTY BENEFIT PROVIDERS, LICENSORS, VENDORS, AND THE PROGRAM SPONSOR WILL NOT BE SUBJECT TO ANY LIABILITY TO YOU IN CONNECTION WITH ANY MATTER WHATSOEVER.

We are not responsible for any damages or losses that result from participating or being unable to participate in the Gift Card Program, or reliance on or use of information, services or merchandise provided on or through the Gift Card Program.

We are not responsible for any actions, representations or omissions of Program Sponsors. No third party, including without limitation any Program Sponsor, shall have the authority or ability to change any term or condition of the Gift Card Program, and Participant shall have no right to rely on any information from any third party with respect to the actual terms and conditions of the Gift Card Program.

Participants acknowledge and agree that Velocity neither endorses the contents of Program Sponsor advertisements or websites, nor assumes responsibility or liability for the accuracy of material contained therein, or any infringement of third party intellectual property rights arising therefrom, or any fraud or other crime facilitated thereby.

Velocity is not responsible and assumes no liability for any changes or discontinuances of services from providers, which may affect offers or the accrual of Certificates.

**ALL CLAIMS ARISING FROM THESE GIFT CARD PROGRAM TERMS MUST BE BROUGHT WITHIN NINETY (90) DAYS AFTER THE EVENT GIVING RISE TO THE CLAIM OCCURRED.**

#### **12. Tax Consequences**

Participants are responsible for the tax consequences, if any, of their participation in the Gift Card Program, and specifically the issuance, use, and redemption of Certificates. Velocity does not make any representations or warranties regarding any tax implications arising from the receipt of Certificates, the redemption of Certificates or participation in the Gift Card Program. If the receipt of Certificates, the redemption of Certificates or participation in the Gift Card Program results in any income tax or other tax liability to a Participant, all such tax liability will be borne by the Participant. Velocity disclaims all responsibility for any such taxes.

#### **13. Force Majeure**

In no event shall Velocity be liable or responsible for any breach, default, or delay in the performance of any of its obligations in connection with the Gift Card Program occasioned by occurrences or contingencies considered "force majeure" including, but not limited to, delay caused by inability to obtain transportation, inability to obtain materials, delay in transit from a manufacturer or supplier or failure to make delivery by a manufacturer or supplier, shortage of fuel, failure of technology, failure of sources of supplies, breach or default by a supplier, strike, lock out, labor disputes, disasters, fire, flood, accident, invasion, riot, war, revolution, embargo, restraint, acts of God, disease, epidemic, public health crisis, substantial increases in the price of goods, materials, parts, supplies, shipping costs, customs duties, taxes or other costs, failure of electronic

equipment, software and/or Internet service, the value of the Chinese Yuan or any other cause or contingency beyond Velocity's control which shall prevent or other Chinese currency no longer being tied to the value of the United States materially impair Velocity from performing in the normal and usual course of its dollar, demand of the United States or any other government, failure of business in a profitable fashion.

Participant to perform its obligations under these Gift Card Program Terms, or