



1. OVERVIEW

This Services Agreement (this “Agreement”) is entered into by and between GiftRocker LLC, a Virginia limited liability company (“GiftRocker”) and you (“Shopkeeper”), and is made effective as of the date of electronic acceptance or date of signature. This Agreement sets forth the terms and conditions of your use of GiftRocker’s services (“GiftRocker Services”) for the purpose of pre-selling and offering gratis it’s services (“Shopkeeper Services”) to Shopkeeper customers. These Shopkeeper Services may include gift certificates, event tickets, charity certificates, merchandise and loyalty programs.

Your signature or electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement.

GiftRocker, in its sole and absolute discretion, may change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to the GiftRocker website (this “Site”). You acknowledge and agree that (i) GiftRocker may notify you of such changes or modifications by posting them to this Site and (ii) your use of this Site or the Services found at this Site after such changes or modifications have been made (as indicated by the “Revised” date at the top of this page) shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services found at this Site. In addition, GiftRocker will notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your contact information, including your email address, current. GiftRocker assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate or out-of-date email address.

2. DESCRIPTION OF SERVICES

Subject to the terms and conditions of this Agreement, Shopkeeper grants GiftRocker authority to sell Shopkeeper Services on their behalf. Shopkeeper Services shall be sold at the Shopkeeper’s discretion on Shopkeeper’s website, on Facebook, via email and within store using the GiftRocker smartphone application. Shopkeeper Customers may purchase Shopkeeper Services using credit cards or ACH transactions. Once purchased, GiftRocker Services will issue a certificate to represent the Shopkeeper Service to the Shopkeeper Customer.

Shopkeeper Services sold by GiftRocker or offered by Shopkeepers to Shopkeeper Customers gratis represent an agreement between the Shopkeeper and the Shopkeeper Customer for the



certificate's face value and shall be honored within the Shopkeeper's store or stores until the Certificate's expiration date. Certificates shall remain valid until their use or expiration after the Shopkeeper terminates this agreement. The GiftRocker Service is a facilitation of the Shopkeeper, Customer relationship. GiftRocker shall track the balance and status of Certificates. It is the responsibility of the Shopkeeper to redeem gift certificates using a GiftRocker iPhone app, a smartphone using a generic QRCode scanner or the GiftRocker.com website. Shopkeeper shall not charge fees in connection with Gift Certificates, including in connection with their purchase, maintenance and redemption. GiftRocker will issue certificates that are fully transferable by customers, including, without limitation, that customers can freely give them as gifts or otherwise transfer them to others without restriction.

Shopkeeper has responsibility to comply with all applicable laws in connection with expiration dates and unused Gift Certificate balances.

GiftRocker agrees to pass proceeds from certificate sales less processing fees and GiftRocker billing to the shopkeeper.

AVAILABILITY OF SERVICES

GiftRocker shall use commercially reasonable efforts to provide Services on a twenty-four (24) hours a day, seven (7) days a week basis throughout the term of this Agreement. You acknowledge and agree that from time to time this Site may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that we undertake; or causes beyond our control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. GiftRocker shall make reasonable efforts to notify Shopkeeper of any scheduled outage and will make reasonable efforts to transparently notify Shopkeeper of any unscheduled outages following an incident.

3. CUSTOMER SUPPORT

Shopkeeper shall provide first level of customer support for customer questions regarding certificates. For example, lost gift certificates can be re-sent via email using GiftRocker.com by the Shopkeeper.

Shopkeeper shall be responsible for setting up new offerings, events, discounts and promotions.

GiftRocker provides the ability for Shopkeepers to set up employees with varying degrees of



authority. Shopkeepers are responsible for managing these employee profiles.

GiftRocker customer support will help with any or all of the above. Call 855-516-7750 or email support@giftrocker.com.

4. BILLING, FRAUD AND SETTLEMENT

Subject to the terms and conditions of this Agreement, Shopkeeper acknowledges that prices are subject to change from time to time. Shopkeeper shall be notified of price changes by email.

CUSTOMER SETUP

Customer setup is waived.

MONTHLY SERVICE FEE

GiftRocker offers an ala carte pricing plan:

\$35 per month per Shopkeeper location.

Optional \$10 per month per Shopkeeper location for physical gift cards

Optional \$10 per month per Shopkeeper location for GiftRocker Loyalty and Retention

Pricing includes the ability to create unlimited charity certificates allowing in kind donations to nonprofits.

Shopkeepers may continue a redemption only service for \$5/month per location once this contract is terminated.

FRAUDULENT TRANSACTIONS

Shopkeeper agrees to hold GiftRocker harmless and to indemnify GiftRocker for and against transactions processed by GiftRocker on behalf of Shopkeeper that are fraudulent in nature. These fraudulent transactions could result from, but are not limited to, misrepresentations of Customers to the use of stolen or misappropriated credit cards.

Transaction amounts that are refunded to card holders due to fraud shall be billed back to the Shopkeeper if the transaction was previously settled with the Shopkeeper. If the certificate involved in the fraud was not redeemed, it will be canceled by GiftRocker and not permitted to be



redeemed by the GiftRocker Shopkeeper app, GiftRocker.com website or any other means.

SETTLEMENT

Settlement shall be through Direct Connect similar to your current credit card processing.

5. TERM

This Agreement is in effect for one (1) year from the Effective Date of this Agreement and will automatically renew for one (1) year increments. Shopkeeper agrees GiftRocker may modify this Agreement from time to time. Shopkeeper agrees to be bound by any changes GiftRocker may reasonably make to this Agreement when such changes become effective.

6. TERMINATION

Either party may terminate this Agreement for a material breach of contract by the other party that has not been cured within ten (10) days. Either party must notify the other of such material breach in writing. Or, either party may terminate this Agreement with thirty (30) days written notice. Shopkeeper is liable for all outstanding certificates following termination. GiftRocker shall continue to provide Shopkeeper with an iPhone app and GiftRocker.com access allowing Shopkeeper to continue to redeem past termination for a \$5/month per location subscription.

7. RESTRICTION OF SERVICE; RIGHT OF REFUSAL

Shopkeeper agrees GiftRocker, in its sole discretion and without liability to GiftRocker, may terminate this Agreement if Shopkeeper is found to be using GiftRocker Services in association with morally objectionable activities. Morally objectionable activities will include, but not be limited to:

- Activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties;
- Activities prohibited by the laws of the United States and/or foreign territories in which Shopkeeper conducts business;
- Activities designed to encourage unlawful behavior by others;
- Activities that are tortuous, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable;
- Activities designed to impersonate the identity of a third party; and
- Activities designed to harm minors in any way.



In the event GiftRocker terminates this Agreement, no further payments will be paid.

8. PRIVACY

Shopkeeper agrees to be bound by the Privacy Policy of GiftRocker in its dealings with customers and others. Failure to comply with such Privacy Policy will be deemed a material breach of this Agreement.

9. MARKETING RIGHTS

Shopkeeper permits GiftRocker rights to use Shopkeeper's name and logo as a customer reference on GiftRocker.com.

10. INTELLECTUAL PROPERTY

Shopkeeper agrees that GiftRocker owns proprietary rights in regards to GiftRocker services, including but not limited to copyrights, patents, and trade secrets, trademarks, and service marks and that this Agreement does not transfer ownership of any of these rights. GiftRocker expressly reserves its rights in and to all such content and materials.

Trademark License Guidelines

GiftRocker grants Shopkeeper a non-transferable license to reproduce and display on its website the GiftRocker logo, name or any content that would assist in selling activities.



IN WITNESS WHEREOF, the parties of executed this Agreement as of the given date:

Company

_____ signature

Name:

Title:

Legal Company Name:

Pricing:

\$35/mo/store for online selling of gift certificates and events

Optional physical gift cards: ___ \$10/mo/store

Optional loyalty/retention: ___ \$10/mo/store

Initial gift card count: ___ 250 ___ 500 ___ 1000

Location count: ___ (1-100)

Primary contact name:

Primary contact email:

Date:

GIFTROCKER LLC

_____ signature

Name:

Date: