

X Global Terms of Use

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I. Acknowledgment and Acceptance

Please read these Terms of Use (“Terms”) carefully before using the Giftloop mobile application (the “Service”) operated by X Global LLC (the “Company”). The Terms apply to the Service and to all of the features, mobile applications, emails, online services and other functionalities (collectively, the “Features”) available via or related to the Company, whether accessed via a computer, mobile device, or otherwise (collectively, the “Service and Features”).

Your access to and use of the Service and Features is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use (collectively, the “Members”) the Service and Features.

These Terms are a legal agreement between Members and the Company. By accessing or using the Service and Features, and/or clicking to “Accept” Members agree to be bound by these Terms as well as our Privacy Policy. If you disagree with any part of the terms do not register or access the Service and/or the Features.

These Terms constitute the complete and exclusive understanding between the Company and Members relating to the subject matter herein and supersedes all prior or contemporaneous understanding, agreements, or communications, and/or advertising with respect to such subject matter.

II. Use of X Global Services and Features

Members agree to use the Services and Features only for the purposes permitted by these Terms, any Additional Terms, and any applicable law, regulation or generally accepted practices in the relevant jurisdictions. Subject to all of the provisions of these Terms, the Company hereby grants Members a limited, terminable, non-transferable, personal, non-exclusive license to access and use the Services and Features solely as provided herein. Members agree to use the Services and Features for non-commercial, personal use only. Members acknowledge the use of

botnets, automated means, deception, or misrepresentation on the Services and Features is expressly prohibited.

III. User Representation and Participation

By accessing or using the Services and Features, Members represent, warrant and covenant that that they are thirteen (13) years of age or older. If you are under the age of 13 you are not permitted to use the Services and Features. Members agree not to abuse the Services and Features, including without limitation to the collecting and spending of Coins that is against the rules in these Terms. The Company prohibits the use of VPNs, proxies, Botnets, and serves to access the Services and Features. Use of botnets or any other automated means of accessing or using the Services and Features, or to deceptively obtain item of value through the Services and Features are expressly prohibited and any such use shall constitute a violation of these Terms. Use of botnets or other automated means to acquire rewards through the Services and Features constitutes fraud, which the Company may fight through any legal means. Members acknowledge they are only permitted to use the Services and Features as permitted by these Terms.

IV: Rewards

The Company offers a rewards program under which Members have the opportunity to earn coins ("Coins"). Coins have no cash value. Members can earn Coins by participating in the Services and Features. The Company reserves the right to adjust Members' Coins' balance and reverse rewards in the situation of incomplete transactions, credit card fraud, technological issues, duplicate or cancelled transactions, or reversed transactions. Members may redeem Coins for rewards offered through the Services and Features pursuant to these Terms and any applicable Additional Terms. Coins will be subtracted from Members' account upon the redemption of a reward and captured by the Company system. Once Coins are used to redeem a reward they will not be reinstated to Members' account. Rewards are subject to change at any time without notice.

V: User Conduct

Members may not use the Services and Features to acquire any rewards or item of value through the use of botnets or automated means or through deception or misrepresentation in any respect. Members may neither use the Services and Features to sell or promote any products or services, nor to promote, solicit or participate in multi-level marketing or pyramid schemes; harass, embarrass or cause distress or discomfort upon other Members. Members may not use the Services and Features to impersonate any other person, including without limitation to another Member, supplier, Third Party Services, the Company, or any persons associated with the Company.

VI: Intellectual Property

Members acknowledge that the Company content, including without limitation to photographs, graphics, text, or other materials contained in the Services and Features are the sole rights of the Company. Members are only permitted to use content and/or the Services and Features as expressly authorized by the Company and its partners.

VII: Third Party Services

The Services and Features may contain links to third party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. Members further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or

loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

VIII: Disclaimer of Warranties

Members expressly agree that the use of the Services and Features is at the Members' sole risk. The Company and the Services and Features offered therein are provided on a strictly "as is" and "as available" basis. The Company makes no warranty with regard to any products, service, or rewards obtained by Members through the Services and Features or through any Third Party Services. Nor does the Company make any warranty that the rewards will meet Members' requirements, or that the Services and Features will be uninterrupted or error free. Nor does the Company make any warranty as to the results that may be obtained from the use of the Services and Features, or as to the accuracy or reliability of any information obtained through the Services and Features.

The Company expressly disclaims any and all express and implied warranties, including, without limitation, the implied warranties of merchantability, and non-infringement. The Company shall not be liable or responsible for the guarantees, warranties, or representations offered by Third Party Services. No information obtained by Members, whether written or oral, from the Services and Features shall create any warranty not expressly made herein.

IX: Limitation of Liability

The Company shall not be liable for any damages, whether direct, indirect, incidental, special or consequential, relating to the use or inability to use the Services and Features.

The Company is not liable for damages or loses that result from the use of the Services and Features, or reliance on or use of information, services, or merchandise provided on or through the Services and Features.

Members acknowledge and agree that the Company neither assumes responsibility or liability for the accuracy of materials, nor endorses the contents of Third Party Services.

The Company is not liable and assumes no responsibility for changes or discontinuances of service from providers, which may affect offers or the accrual of Coins.

X: Tax

Members acknowledge and agree that the Company does not have the ability to determine whether or not the coins, rewards, prizes, or credits you earned or redeemed in any Rewards Program are considered reportable taxable earnings in your jurisdiction. Members are therefore responsible for any and all tax liability arising from or associated with Members use of the Services and Features.

XI: Termination

We may terminate or suspend access to our Service and/or our Features immediately, without prior notice or liability, for any reason whatsoever, including without limitation if Members breach the Terms.

All provisions of the Terms, which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

XII: Indemnification

Members agree to indemnify and hold the Company, its affiliates, officers, and employees harmless for any claim, demand, expense, or damage, including reasonable attorney fees related to the use of the Service and Features or these Terms.

XIII: Laws

Any dispute or claim arising out of or in relation to the Terms shall be settled by binding arbitration. Members and the Company agree that, any provisions of applicable law notwithstanding, neither party will request, and the arbitrators shall have no authority to award punitive or exemplary damages against the other party.

Any dispute or claim proceedings will be conducted only on an individual basis and not in a class or representative action. The Company does not consent to class arbitration.

XIV: Changes

The Company reserves the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 5 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

XV: Contact Us

If you have questions regarding these Terms or your use of the Services and Features, please contact us by email to: Support@giftloop.co, or by mail to: X Global LLC, 31473 Rancho Viejo Road, Suite 208, San Juan Capistrano, CA, 92675.