

# GyftHint

## Terms of Service

The Terms of Service was last updated on **October 6, 2025** and may be updated from time to time.

### 1. General

1.1 These Terms of Service, together with the Affiliate Agreement, incorporated herein by reference, and [Privacy Policy](#), set forth the terms and conditions on which GyftHint, Inc. (“GyftHint”, “we” or “us”) provides access to the Services.

1.2 To enter into this Agreement, you must be either a legal entity or an individual 18 years or older.

1.3 By signing the Affiliate Agreement, provided through the GyftHint Hybrid Wishlist Application listing on the Shopify App Store or through a private app installation tailored specifically for you as Merchant, establishing your rights to use the Services, and/or your continued use of the Services, you are confirming that either:

1.3.1 you are a customer intending to enter into the Agreement with GyftHint in a personal capacity, and that you agree to comply with the Agreement; or

1.3.2 you are an owner, officer, employee, or agent of the Merchant who possesses the necessary authorizations of Merchant to bind Merchant to comply with the Terms of Service and to enter into the Agreement with GyftHint, in each case on behalf of Merchant.

If you are unable to provide one of the above confirmations, you must not sign the Agreement or otherwise use or access the Services.

If a conflict exists between this Terms of Service and the Affiliate Agreement, this Terms of Service will control.

### 2. Definitions

In these Terms of Service, the following expressions have the following meanings:

“Agreement” - the agreement between GyftHint and Merchant which is created on signing the Affiliate Agreement, thus incorporating these Terms of Service by reference therein.

“Content”- the content (which may, at GyftHint’s discretion, comprise URLs, text, images, audio, video and/or other material related to Merchant products, services, or offers) that GyftHint makes available through the GyftHint platform to Merchant or end users via the Services.

“GRIP” - the Gifting Retail Interface Platform.

“Referred Orders” – Any sale(s) generated through a customer referral from GyftHint or follow-on sale during the qualified Referral Period as defined in the Affiliate Agreement.

“Services” – GyftHint’s wishlist application and access to that Merchant’s active, license-specific features available through GRIP.

### **3. Merchant Use of the Services**

3.1 Merchant’s access to the Services is governed by the Merchant’s license with GyftHint. **Merchant shall not share, license, resell or provide access to the Services to any third party.**

3.2 By signing this Agreement, Merchant agrees to the Program Policies that are incorporated below as Exhibit A.

### **4. Payment Terms**

4.1 By signing this Agreement, Merchant agrees to pay GyftHint the stated license fees (including the Free license) in the Affiliate Agreement for the Services. The license fees charged may change if Merchant upgrades or downgrades its license(s). The amount owed by Merchant to GyftHint shall be based solely upon the number and type of license selected by Merchant.

Merchant authorizes GyftHint to automatically renew the Services and charge Merchant’s credit card following completion of the initial Agreement Term or any renewal Term at then current prevailing rates on the renewal date.

4.2 Merchant agrees to pay GyftHint the scheduled commission for all Referred Orders as set forth in the Affiliate Agreement. If the Agreement is terminated for any reason, the Merchant shall pay all commissions which have accrued through and including the termination date, which amounts

must be paid to GyftHint pursuant to the payment terms set forth in the Affiliate Agreement.

## **5. Force Majeure**

Neither party shall be liable to the other by reason of any event arising which is beyond the reasonable control of the affected party (including any industrial action (save in respect of affected party's employees or suppliers), governmental regulations, fire, flood, disaster, civil riot or war.

## **6. Services Availability**

6.1 While GyftHint's goal is to meet and exceed industry uptime standards, we do not guarantee any minimum level availability or response times of the Services.

In the event of an outage or degradation to the Services, GyftHint will apply best efforts to restore the Services as quickly as possible.

6.2 Merchant agrees to notify GyftHint promptly of any Services availability or performance issues via e-mail at [support@gyfthint.com](mailto:support@gyfthint.com). GyftHint will use reasonable efforts to correct any reported issues as soon as reasonably practicable.

## **7. Services Suspension**

7.1 If GyftHint has reasonable grounds to believe that Merchant is not using the Services in accordance with the terms of the Agreement and/or in breach of the Program Policies, GyftHint may:

7.1.1 request Merchant either to remedy the breach or other default within five (5) business days; or

7.1.2 if GyftHint in its discretion considers that the breach or other default is sufficiently serious, or if Merchant has failed to respond to GyftHint's request under clause 7.1.1 to GyftHint's reasonable satisfaction, suspend Merchant's access to the Services, in whole or in part, with immediate effect and without any obligation to provide prior notice (a "Services Suspension").

7.2 As soon as reasonably practicable following a Services Suspension, GyftHint will notify Merchant of the reason(s) for the Services Suspension and, where applicable, confirm the steps that Merchant is required to take in order for GyftHint to reinstate Merchant's access to the Services.

## **8. Term and Termination of the Agreement**

8.1 The Agreement will commence when the Affiliate Agreement is signed by both parties and will continue until the end of the initial term, including any renewal term, as set forth in the Affiliate Agreement (“Term”), unless either party gives the other party thirty (30) days written notice of termination at any time via email. Notices to GyftHint should be sent to **billing@gyfthint.com**. Notices to Merchant will be sent to the email address provided by Merchant in the Affiliate Agreement. Please note that subscriptions are annual subscriptions and no refunds will be provided to Merchant by GyftHint in the event the date of termination is prior to the end of the then current subscription Term.

8.2 Merchant will be able to continue using the Services until the last day of the current subscription Term.

## **9. Grant of Rights**

9.1 All service marks, trademarks, trade names, patents, patents pending and other intellectual property rights (“IP”) subsisting in GRIP, the Services (or any part thereof) or Content, and in any developments, enhancements, data, information and other material relating to, arising out or derived from the Services, or any part thereof (“Derivative Works”), shall at all times be owned by and vest in GyftHint. Subject to clause 9.2, Merchant agrees that the Agreement does not transfer or grant any right, title or interest in GyftHint’s IP in the Services, Content or the Derivative Works (or any part thereof) to Merchant. Merchant shall neither engage in activities or commit acts, directly or indirectly, that may contest, dispute, or otherwise impair GyftHint’s interest in the IP nor may it cause diminishment of the value of the IP through any act or representation.

9.2 GyftHint grants to Merchant a non-exclusive, non-transferable, non-sublicensable, revocable, worldwide, license to use the Services during the Term of the Agreement.

9.3 Merchant shall not be entitled to use the Services in any other way other than as set out in the Agreement. Any attempt to interfere with the operation of the Services (or any part thereof) will constitute a breach of the Agreement.

9.4 Each party owns all data that such party collects. Merchant acknowledges that GyftHint may incorporate anonymized data that it collects into reports and analysis that it prepares and that such reports and analysis are GyftHint work product and can be sold or shared by GyftHint without any compensation to Merchant.

9.5 Merchant is not required to provide any feedback or suggestions to GyftHint. To the extent Merchant does provide any such feedback or suggestions, Merchant hereby grants to GyftHint and its affiliates a non-exclusive, perpetual, irrevocable, royalty-free, transferable, worldwide right, and license to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit all such feedback and suggestions without restriction.

## **10. Privacy and Data Protection**

Merchant acknowledges that it shall be a controller of any personal data relating to users that it collects or processes via its use of the Services or Content for purposes of applicable privacy laws. Merchant agrees to comply with all data protection and privacy laws and regulations, including, but not limited to, all applicable European, Canadian, U.K., and U.S. data protection laws.

## **11. Assignment**

Neither party may assign or otherwise transfer its rights and/or obligations under the Agreement, whether in whole or in part, without the other party's written consent. GyftHint's consent will not be necessary in the event of a change of control by merger, reorganization, asset sale, similar transaction or operation of law.

## **12. Communication**

12.1 Any notice under the Agreement shall be in writing and shall be made via e-mail to the email address provided on the Affiliate Agreement.

12.2 Either party may disclose its relationship with the other in its marketing and promotional materials including, but not limited to, by listing the other party's name, logo, or website on a customer list on its website. Further, GyftHint may disclose its relationship with Merchant in its operational relationship with affiliate networks and Merchants. Neither party may disclose the details of, or any confidential information regarding, its relationship with the other party unless agreed to in writing by both parties.

12.3 Merchant agrees that GyftHint may use Merchant's contact details (including emails, names, titles, phone numbers, and registered address) to notify Merchant about its account with GyftHint, send Merchant promotional communication, any issues relating to, and updates to, the Services, and any modifications to the terms of the Agreement.

### **13. Modifications**

GyftHint may modify all or any part of these Terms of Service, at any time and at its sole discretion, effective immediately upon posting to its website with or without notice to Merchant. The last updated modification will be reflected by the date hereinabove. Continued participation in the Services after any such modification will constitute Merchant's unconditional acceptance of the modification to this Agreement.

### **14. Indemnity**

Merchant shall indemnify, defend and hold harmless GyftHint against all losses, liabilities, damages and costs (including legal expenses) sustained, incurred or suffered by GyftHint as a result of any claim, action or proceeding that: (i) Merchant's use of the Services or Content infringes the intellectual property rights of any third party; (ii) Merchant is in breach of its obligations under the terms of the Agreement; or (iii) any third party claims, including, but not limited to, any claims: a. from brands or merchants included in the GyftHint platform, arising from Merchant's use of the Services otherwise than in accordance with the terms of the Agreement, or b. any product liability or other claims arising from or in any way related to the products or services of the Merchant whether or not included in GRIP or as part of the Services.

### **15. Liability**

15.1 Except as expressly and specifically provided in the Agreement, all warranties, conditions, representations and other terms of any kind, whether express or implied, are excluded from the Agreement to the fullest extent permitted by law. In particular (but without prejudice to the generality of the foregoing), GyftHint makes no express or implied warranties or representations with respect to the operation or availability of the Services. GyftHint will not be liable for the consequences of any interruptions to or errors in the Services as noted in Subsection 15.2.

15.2 Merchant expressly agrees that GyftHint shall not be liable for: loss of profits; loss of business or customers; depletion of goodwill or similar losses; loss of anticipated savings; or loss of goods; or loss of use; or loss or corruption of data or information; or any special, indirect, consequential or pure economic loss (whether or not falling in any of the foregoing categories), costs, damages, charges or expenses. GyftHint shall not be liable if the Services does not work or function properly.

15.3 GyftHint's total aggregate liability under or in connection with the Agreement, whether for breach of contract, tort (including negligence),

misrepresentation or otherwise, shall be limited to an amount equal to the Merchant license payments received in the 12 months preceding the date on which the claim arose.

15.4. GyftHint will also not be liable and cannot be held accountable for issues or errors in regards to its partners or other third party applications that may be part of the Services.

## **16. Entire Agreement**

The Agreement constitutes the whole agreement between the parties relating to its subject matter and supersedes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter save that this Section 16 shall not exclude liability for any fraud or fraudulent misrepresentation of a party.

## **17. Governing Law and Jurisdiction**

17.1 The Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without giving effect to its conflicts of law principles). In relation to any legal action or proceedings to enforce the Agreement or arising out of or in connection with the Agreement each of the parties irrevocably submits to the exclusive jurisdiction of the courts of Collier County, FL. MERCHANT AND GYFTHINT HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT, STATUTE, TORT (SUCH AS NEGLIGENCE), OR OTHERWISE) RELATING TO THIS AGREEMENT AND THE SERVICES PROVIDED HEREUNDER.

17.2 Attorneys' Fees. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the losing party shall reimburse the prevailing party for its reasonable attorneys' fees.

## **18. Confidentiality Information**

18.1 Definition. "Confidential Information" means information relating to GyftHint or its current or proposed business, financial statements, supplier pricing, budgets and projections, customer identifying information, past, potential and intended customers, partners, partner business relationship details, employers, products, computer programs, specifications, manuals, software, analyses, strategies, marketing plans, business plans, other confidential information, provided orally, in writing, by drawings, or by any other media, and any other material or information disclosed by the

Disclosing Party to the Receiving Party or which given facts and circumstances under which such information is disclosed, should reasonably be considered confidential and proprietary; and includes the terms and conditions of this Agreement and all schedules, exhibits and amendments thereto.

18.2 Non-Disclosure. Each party ("Receiving Party") will keep the other party's ("Disclosing Party") Confidential Information secure using at least the same degree of care that it uses to protect its own Confidential Information, but no less than reasonable care, and will not disclose or use such other party's Confidential Information except to the extent reasonably necessary to perform its obligations or exercise its rights under this Agreement. Further, the Receiving Party may disclose the Disclosing Party's Confidential Information only to those of its employees, officers and directors, third-party consultants, and advisers, and the employees and officers of its affiliates (collectively referred to as Representatives") with a legitimate need to know such information in order to perform their respective duties; provided that (a) each such person has a legal or contractual obligation to maintain the confidentiality of such information, and (b) in the case of Representatives, no such Representative is a competitor of, or affiliate of a competitor of, the Disclosing Party.

Merchant is responsible for the use and storage of the password and ID issued by GyftHint to access GRIP and the Services. Merchant shall immediately notify GyftHint in writing of any loss or involuntary disclosure thereof. GyftHint reserves the right to change the password and ID issued to Merchant in the event of a suspected breach of this Agreement or compromise of the security of Merchant's account.

18.3 Exceptions. The term "Confidential Information" will not include information that (a) is or becomes publicly available without breach of this Agreement, (b) the Receiving Party obtains from a source other than the Disclosing Party, provided that the disclosure to the Receiving Party by such source is not known to the Receiving Party to be a violation of a confidentiality obligation of such source to the Disclosing Party, and (c) the Receiving Party knew prior to receiving such information from the Disclosing Party or develops independently without use of the disclosing party's trade secrets or confidential information, as shown by contemporaneous records. The confidentiality restrictions in this Agreement will not apply to disclosure by the Receiving Party of the Disclosing Party's Confidential Information to the extent required by law or court order, provided that the Receiving Party uses reasonable efforts to give the Disclosing Party prompt written notice of such requirement, in advance if possible, in order to give the Disclosing Party an opportunity to lawfully prevent or limit the scope of such disclosure.

## **19. Severability**

In the event that one or more of the provisions of this Agreement are found to be unenforceable, illegal, or contrary to public policy by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect except for the unenforceable, illegal, or contrary to public policy provision or provisions.

## **20. Survival**

The terms of this Terms of Service that by their nature are reasonably intended by the parties to survive termination, including, without limitation, the terms of Sections 4, 8-9, 11-14, 16, 18 through 23, shall survive the expiration or termination of this Agreement.

## **21. Headings**

The descriptive headings of the sections and subsections of this Terms of Service and the Affiliate Agreement are for convenience only, and do not affect the Agreement's construction or interpretation.

## **22. Necessary Acts; Further Assurances**

Each party and its officers and directors shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this Agreement contemplates or to evidence or carry out the intent and purposes of this Agreement.

## **23. Counterparts; Electronic Signatures; Effectiveness**

The parties may execute the Agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument by signing the Affiliate Agreement to the Agreement. The Agreement and related documents entered into in connection with the Services are in effect when the electronic signature is completed on the Affiliate Agreement by the Merchant. This signature must be treated in all respects as having the same force and effect as original wet signatures.

**BY EXECUTING THE AFFILIATE AGREEMENT, INCORPORATED BY REFERENCE HERETO, THE MERCHANT AGREES TO THESE TERMS OF SERVICE, COLLECTIVELY, THE AGREEMENT BETWEEN THE PARTIES GOVERNING THE RELATIONSHIP BETWEEN GYFTHINT, INC. AND THE MERCHANT.**

## **Exhibit A**

### **Program Policies**

Merchants using the Services are required to adhere to the following policies, so please read them carefully. We may change our policies at any time, so please check here often for updates.

#### Content Guidelines

We do not allow Merchants with the following types of content to use the Services or Content:

- Violent, hateful, or pornographic content or products,
- Content that promotes illegal activity, or
- Duplicated content from other websites not directly owned by the Merchant.

It is a breach of our Program Policies to:

- Use a domain name containing another merchant or other entities' names, brands or trademarks, or misspellings thereof.
- Be non-compliant with any applicable law or regulation in any jurisdiction or any United States Federal Trade Commission and UK Advertising Standards Authority guidelines, including those regarding how implied endorsements and testimonials like affiliate marketing must be disclosed to consumers.
- Use the Services in a manner which violates or infringes upon the intellectual property rights of any third party.
- Create the impression that your website is the website of a merchant or other entity, including, without limitation, framing or copying of a website in any manner or creating banners or advertisements that mimic a merchant or other entity's website's search, display, or social ads in any manner.
- (a) use any bot, spider, or other automated script, program, software, process, or technology to scrape, data mine, download, copy, extract or otherwise collect Content from the Services, except in connection with your use of the Services in accordance with the terms of this Agreement; (b) circumvent or reproduce the look and feel of the Services; (c) copy, damage, decompile, disassemble, disrupt, impair, modify or reverse engineer the Services; or (e) gain, or attempt to gain, unauthorized access to the Services.

GyftHint reserves the right to deny any Merchant suspected of engaging in the above activities from having access to the Services, and GyftHint reserves the right to suspend or terminate such Merchant's account at any time, without compensation and in its sole discretion.