

Logging into Certif-A-Gift's Distributor Portal constitutes acceptance of the following *Terms of Use*, which includes not sharing your password with anyone.

If you have any questions about this agreement, please contact your Account Support Manager.

## **CERTIF-A-GIFT.COM DISTRIBUTOR PORTAL TERMS OF USE**

You are about to enter a special section of our website (the "**Portal**") created exclusively for our distributors, which will give you access to valuable nonpublic information pertaining to your company and to Certif-A-Gift. The Portal, Applications and Content (as defined below) are not available to competitors of Certif-A-Gift, and competitors of Certif-A-Gift are hereby expressly prohibited from using or accessing the Portal, the Applications or the Content. Furthermore, by viewing a demo or entering the Portal, you are certifying that you are not a competitor of Certif-A-Gift and that you will not share or otherwise disclose the Portal, Applications or Content (as defined below) with a competitor of Certif-A-Gift.

These Certif-A-Gift Distributor Portal Terms of Use (the "**Terms of Use**") govern your access to and use of Certif-A-Gift applications, such as Certif-A-Gift's logo stamping forms and Years-of-Service interactive calculators (the "**Applications**") or any data, reports, information, text, graphics, code, message boards or other materials (the "**Content**") accessible on or through the Portal or otherwise. By accessing or using the Portal, Applications or Content you agree to be bound by these Terms of Use.

### **Guard Your Password**

The password that you use to access the Portal, Applications and Content is personal to you. You may not share or disclose your password with anyone, whether within your organization or otherwise. You are responsible for safeguarding the password, and you agree not to allow any third party to access and use the Portal, Applications or Content using your password. You agree to take sole responsibility for any activities or actions under your password, whether or not you have authorized such activities or actions. You will immediately notify Certif-A-Gift of any unauthorized use of your password.

### **Your Use of the Applications and the Content**

Subject to these Terms of Use, Certif-A-Gift authorizes you to access and use the Portal, Applications and Content solely for the purpose of promoting and selling Certif-A-Gift's products and services. You will not permit any third party to access and use the Applications or Content, or distribute any Content to any third party other than as authorized by Certif-A-Gift. You agree not to impersonate any other person or entity, whether actual or fictitious, including impersonating an employee of Certif-A-Gift. You agree not to use the Portal message boards or any other Applications to report bugs or voice discontent. If you wish to raise a concern regarding the Portal, Applications or Content, we encourage you to contact Certif-A-Gift directly (not within the Portal).

Subject to these Terms of Use, you agree not to (i) sell, rent, sublicense or lease or otherwise provide access to the Portal, Applications and Content to third parties; (ii) remove, obscure or alter any proprietary notices; (iii) reproduce, modify, make derivative works of, publicly perform, publicly display, use, make, have made, sell, offer to sell or import the Portal, Applications and Content, except as otherwise expressly allowed by Certif-A-Gift; or (iv) disassemble, decompile, or reverse engineer the Portal, Applications and Content.

### **Certif-A-Gift Property**

All right, title, and interest in and to the Applications and Content are and will remain the exclusive property of Certif-A-Gift and its licensors. Except as expressly permitted in these Terms of Use, you may not reproduce, modify or prepare derivative works based upon, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Applications or Content. Certif-A-Gift owns all property ("Posts", "Content") posted to any message boards, including text, ideas, code, samples, images, etc. Posts and Content in message boards may NOT be copied, reproduced, transmitted, distributed, or published outside of the message board. The content is strictly for use within the message boards or any Certif-A-Gift-approved material. Certif-A-Gift reserves the right to use, reproduce, adapt, modify, publish, translate, create derivative works from, communicate to the public, and display any content in the message boards. Certif-A-Gift reserves the right to edit and delete Posts or Content that in any way violates the Terms of Use.

### **General Prohibitions**

You agree not to do any of the following: (i) use any Content, including any personally identifiable information included within the Content, in violation of any rights of any third parties, including such rights arising under any applicable privacy policies or agreements; (ii) use any Content in violation of any applicable law or regulation; (iii) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Portal, Applications or Content; (iv) distribute, modify or copy the Applications; (v) remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols or labels in the Applications; (vi) use the message boards to send or post messages that are harassing, libelous, defamatory, abusive, threatening, obscene or profane (Note that "Masked" vulgarity, obscenity or profanity is evaluated as equivalent to the actual objectionable word and is not allowed; the promotion of the use of illegal drugs, alcohol, sex, pornography or any other form of adult content, profanity, hate, "spamming", fraud, racism, or any illegal activity is not allowed; derogatory comments directed at individuals (including public figures) or corporations (including Certif-A-Gift or any Certif-A-Gift clients) will not be tolerated); (vii) use the message boards to post illegal material, including text, graphics, video, programs or audio; (viii) use the message boards to advertise business or solicit for products or services; (ix) use the message boards or any personal information found here (including but not limited to names and email addresses) for spamming, chain letters, solicitations (commercial or non-commercial), bulk mail (including distribution lists), etc. You agree not to provide Certif-A-Gift competitors with any posted information or personal information (including but not limited to names and email addresses). Certif-A-Gift will have the right to investigate and prosecute violations of any of the above. Certif-A-Gift may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms of Use. You acknowledge that Certif-A-Gift has no obligation to monitor your access to or use of the Portal, Applications or Content, but has the right to do so for the purpose of providing the Portal, Applications and Content, to ensure your compliance with these Terms of Use, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

### **Termination**

If you violate any of these Terms of Use, your permission to use the Portal, Applications and Content will automatically terminate.

### **Use the Applications and Content at Your Own Risk**

Your access to and use of the Portal, Applications and Content is at your own risk. Certif-A-Gift will have no responsibility for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Portal, Applications or Content. Certif-A-Gift does not guarantee the accuracy or validity of Posts or Content. Certif-A-Gift is not responsible for any Posts or Content disseminated through the message boards.

### **Message Boards**

Certif-A-Gift reserves the right to terminate your access to the message boards at any time. Violations of any of these Terms of Use will result in your banishment from the message boards. Depending on the severity of the violation, your entire organization may be denied access to the Certif-A-Gift message boards for an indefinite time period.

### **The Portal, Applications and Content are Provided "AS-IS"**

THE SITE, APPLICATIONS AND CONTENT ARE PROVIDED "AS IS", WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, CERTIF-A-GIFT EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT.

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### **Indemnity**

You agree to defend, indemnify, and hold harmless Certif-A-Gift, its officers, directors, employees and agents, from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal and accounting fees), arising out of your violation of these Terms of Use.

### **Limitation of Liability**

CERTIF-A-GIFT WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE, APPLICATIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT Certif-A-Gift HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

### **Controlling Law and Jurisdiction**

These Terms of Use and any action related thereto will be governed by the laws of the State of Illinois without regard to its conflict of law provisions. The exclusive jurisdiction and venue of any action arising under these Terms of Use or related thereto will be the state and federal courts located in Cook County, Illinois, and each of the parties hereto waives any objection to jurisdiction and venue in such courts.