



## INTENTIONALIST

### GIFT CERTIFICATE TERMS AND CONDITIONS

Last updated: March 24, 2019

The following terms and conditions (“**Terms**”) govern the purchase and use of a gift certificate (the “**Gift Certificate**”) purchased via a website owned or operated by Intentionalist, SPC, a Washington social purpose corporation (“**Intentionalist**,” “**we**,” “**us**,” or “**our**”) with an address of 1752 NW Market Street, #1616, Seattle, WA 98107. For purposes of these Terms, the words “**you**” and “**your**” mean (i) the person who has purchased the Gift Certificate, (ii) the person to whom the Gift Certificate is issued, and (iii) the person using the Gift Certificate. These Terms apply to all Gift Certificates and supplement and are part of the Intentionalist [Terms of Use](#). Any disputes arising from these Terms, including any purchase or use of Gift Certificates, will be subject to the terms and conditions of the Intentionalist Terms of Use, including but not limited to limitations of liability, governing law and dispute resolution procedures (including the class action waiver and mandatory arbitration terms). By purchasing or using the Gift Certificate or permitting anyone else to use the Gift Certificate, you agree to these Terms:

**Purchasing Gift Certificates.** The Gift Certificate is purchased by consumers via a web-based software platform on our website to redeem for goods or services with merchants within the Intentionalist network of merchants (the “**Merchant Network**”). At the point of sale, you will have the option to purchase a Gift Certificate (a “**Merchant Gift Certificate**”) (i) for redemption with a single, specified merchant of your choosing, or (ii) that may be redeemed with any merchant within the Merchant Network (a “**Network Gift Certificate**”). Gift Certificates are issued and redeemable in United States currency and may only be used in the United States with the specified merchant or within the Merchant Network, as applicable. Intentionalist uses a PCI compliant third-party payment processor to ensure secure transfer of funds. There may be a delay between the time you purchase and load funds to a Gift Certificate and those funds being available for use. Sales of Gift Certificates are final and nonrefundable.

**Balances.** You can check your balance on a Merchant Gift Certificate by contacting the specified merchant. You can check the balance on a Network Gift Certificate by logging into your account on our website. The unused balance on your Gift Certificate does not earn interest. The value associated with your Gift Certificate is not insured by the Federal Deposit Insurance Corporation (FDIC).

**Fees and Expiration.** We do not charge any activation, service, dormancy or inactivity fees in connection with your Gift Certificate. Your Gift Certificate has no expiration date, and the value on your Gift Certificate never expires.

**Gift Certificate Use.** Subject to the limitations described in these Terms, your Gift Certificate can be used in the United States for purchases with the specified merchant or within the Merchant Network, as applicable. Upon any such purchase using the Gift Certificate—whether made online, by mail order or telephone order, or by any other purchase transaction method—the amount available on the Gift Certificate is reduced by the amount of such purchase. The amount of value shown on our records is determinative of the value. You are responsible for all authorized transactions initiated by use of your Gift Certificate. If you permit someone else to use your Gift Certificate, Intentionalist and the merchant will treat this use as if you have authorized this person to use your Gift Certificate, and you will be responsible for any transactions initiated by such person with your Gift Certificate. The amount available on your Gift Certificate will be reduced by the amount of any purchase or withdrawal. We may charge the Gift



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Certificate for all transactions you initiated or authorized, even though a negative balance may be created, but we have no obligation to permit a negative balance on the Gift Certificate. If you use the Gift Certificate for a transaction greater than the remaining balance, you must tell us before completing the transaction. We will then require payment for the excess by cash or another credit/debit card. In any case where you are given value through the Gift Certificate greater than the remaining balance, you will pay us on demand the amount by which your transaction exceeded the amount stored on the Gift Certificate. You agree that you will not use your Gift Certificate for any illegal purpose. The use of your Gift Certificate to purchase a good or service from a Merchant Network merchant constitutes a simultaneous withdrawal of the funds available on the Gift Certificate, even though transactions may not actually be posted until a later date. You do not have the right to stop payment on any transaction originated by use of your Gift Certificate.

**Limitations.** Your Gift Certificate is not redeemable for cash or credit, except to the extent required by law. The Gift Certificate cannot be used to obtain cash at an ATM or branch location, to make preauthorized regular payments, or to make purchases with any merchant or business outside of the Merchant Network. Gift Certificates may not be used or resold by businesses or used in connection with any marketing, advertising or other promotional activities without Intentionalist's prior written approval. Use of Intentionalist's name, logo, trade dress or trademarks in connection with the purchase or use of the Gift Certificates is strictly prohibited. Furthermore, the use of Gift Certificates in any manner that states or implies that any person, website, business, product or service is endorsed or sponsored by, or otherwise affiliated with, Intentionalist is prohibited without Intentionalist's prior written approval.

**Activity Limitations.** You may not have more than \$500 in value on any of your Gift Certificates at any time, and no more than \$2,000 may be associated with any one Gift Certificate in a single day. This means that the activity on any one of your Gift Certificates cannot exceed \$2,000 over the course of a day. The total value you may load onto all of your Gift Certificates, together with the value of any new Gift Certificates that you may purchase, may not exceed \$10,000 on any given day. We may impose a minimum amount that you may purchase on any Gift Certificate at any given time. We may change any of these amounts at any time without notice to you.

**Promotional Gift Certificates.** From time to time, Intentionalist or a merchant within the Merchant Network may award you "rewards," "promotional gift cards," "credits," "vouchers," "BOGO (Buy One Get One)" offers, or similar physical or electronic gift cards for no additional payment (collectively, "**Promotional Gift Certificates**"). Promotional Gift Certificates are subject to these Terms, may have expiration dates or delayed activation dates, or may be subject to additional restrictions or exemptions as provided on the Promotional Gift Certificates themselves or any packaging or other written materials that accompany such Promotional Gift Certificates, or any applicable law. We reserve the right to modify the terms and conditions of any Promotion Gift Certificates at any time, including and up to terminating the Promotion Gift Certificates.

**Unlawful Activity.** We reserve the right to deactivate, cancel, or suspend any Gift Certificate if we suspect fraud, unlawful activity, or improper Gift Certificate use. You agree that you will not use a cancelled Gift Certificate. Gift Certificates may not be resold, except as such resale is prohibited by law. Gift Certificates are not valid and will not be honored, and we will not be liable if Gift Certificates are obtained from unauthorized sellers or resellers, including through internet auction websites or if we reasonably believe that the use is unauthorized, fraudulent or otherwise unlawful. Intentionalist has no liability to you for any third-party fraud or unlawful activity associated with any Gift Certificate balance.



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**Gift Certificate Security.** Title to the Gift Certificates and the risk of loss, destruction or deterioration pass to the purchaser upon purchase. Intentionalist is not responsible for any Gift Certificates that are lost, stolen, destroyed or used without your permission. You should treat your Gift Certificate like cash and not disclose your Gift Certificate information to anyone. If your Gift Certificate or Gift Certificate information is lost or stolen, anyone who obtains possession of either may be able to use your Gift Certificate. You are responsible for all transactions on your Gift Certificate, including unauthorized transactions. However, if your Gift Certificate is lost, stolen or destroyed, we may be able to replace your Gift Certificate with the balance remaining on it at the time you contact us, but only if you contact us as instructed herein.

IN THE EVENT A GIFT CERTIFICATE IS NONFUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, WILL BE THE REPLACEMENT OF SUCH GIFT CERTIFICATE.

**Lost or Stolen Gift Certificates; Questions.** Please write to us immediately at [hello@intentionalist.com](mailto:hello@intentionalist.com) if your Gift Certificate is lost or stolen, or if you suspect an error to your balance or any transaction associated with your Gift Certificate. You must contact us within 60 days after the date of the transaction in question with the following information: (i) your name, (ii) Gift Certificate number, (iii) a description of your concern, and (iv) the dollar amount in question. We will take commercially reasonable steps to investigate your concern. We will notify you of the results after completing our investigation.

**Registration.** Upon purchase, Gift Certificates are registered with Intentionalist through your account on our website. At the time of purchase and thereafter, you are responsible for (i) the accuracy of all information that you provide to us, and (ii) maintaining the confidentiality and security of your account and Gift Certificate information. When you create or maintain an account with Intentionalist, or purchase or receive a Gift Certificate, you agree that you will (a) provide complete and accurate information about yourself, and (b) update your information if it changes. If you do not provide or update your information, or if we have reasonable grounds to suspect that you have not provided or updated such information, we shall have the right, in our sole and absolute discretion, to disable your Gift Certificate. If you believe your Gift Certificate has been disabled in error, please contact us at [hello@intentionalist.com](mailto:hello@intentionalist.com).

**Consent to Do Business Electronically.** You agree to conduct business with us electronically, as provided in the Intentionalist [Terms of Use](#). You further agree that we may provide notices, disclosures and amendments to these Terms and other information relating to your Gift Certificate by electronic means, including posting such materials on our website.

**Disclaimers and Limitations of Liability.** Intentionalist makes no representations, warranties or conditions of any kind, express or implied, with respect to the Gift Certificate, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, title or noninfringement, or any warranty arising by usage of trade, course of dealing, or course of performance. Intentionalist does not represent or warrant that your Gift Certificate will always be accessible or accepted. Intentionalist will not be liable for any of the following: (i) if through no fault of ours, your Gift Certificate does not have sufficient value remaining on the Gift Certificate to complete the transaction; (ii) the balance or administration of a Merchant Gift Certificate under any circumstances, including but not limited to availability and redemption of a Merchant Gift Certificate following a bankruptcy or business transition of the applicable Merchant; (iii) if our website, terminal or system was not working properly and you



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knew about the breakdown when you started the transaction; (iv) circumstances beyond our control (such as fire or flood) prevented the transaction, despite reasonable precautions we have taken; or (v) any error or malfunction that was not intentional on our part and resulted in a good faith error. Under no circumstances will Intentionalist be liable to you for special, punitive, or consequential damages or for any incidental expenses incurred by you, including without limitation attorneys fees. In the event that Intentionalist is found liable to you, you shall only be entitled to recover actual and direct damages, and such damages shall not exceed the last balance held on your Gift Certificate. Intentionalist shall have no liability for any incidental, indirect or consequential damages (including without limitation loss of profit, revenue or use), or any punitive or exemplary damages arising out of or in any way connected with these Terms, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, even if we or our authorized representatives have been advised of the possibility of such damages. In no event shall Intentionalist have any liability for unauthorized access to, or alteration, theft or destruction of a Gift Certificate through accident, misuse or fraudulent means or devices by you or any third party, or as a result of any delay or mistake resulting from any circumstances beyond our control. The laws of certain states or other jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have rights in addition to those contained in these Terms. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

**Privacy Statement.** Please read the Intentionalist [Privacy Notice](#) and [Terms of Use](#) carefully to understand our privacy practices. In addition to the provisions of our Privacy Notice, and without limiting anything therein, Intentionalist may disclose your information to third parties (i) where it is necessary for completing transfers; (ii) to verify the existence and condition of your Gift Certificate for a third party, such as a merchant; (iii) to comply with government agency or court orders; (iv) with your consent; (v) to resolve an error or an inquiry as to an alleged error; or (vi) as otherwise stated in our Privacy Notice.

**Changes to These Terms.** We reserve the right to change these Terms or to contract with another party to provide the services described herein at any time, with or without notice. We will post the amended Terms to our website. As permitted by applicable law, any change, addition or deletion will become effective at the time we post the revised Terms to our website. Unless we state otherwise, the change, addition, or deletion will apply to your future and existing Gift Certificates. You are deemed to accept the changes, additions or deletions if (i) you do not notify us to the contrary in writing within 20 days of the date these Terms were last revised or such other time specified in the notice, or (ii) you use any of your Gift Certificate after such notice period. If you notify us that you do not accept the changes, additions, or deletions, we will cancel your Gift Certificate and refund any remaining balance to you.



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**Cancellation of these Terms.** We may suspend or terminate these Terms and revoke or limit any or all of the rights and privileges granted to you at any time without notice or liability. Termination may result from your fraudulent or unauthorized use of the Gift Certificate, including your failure to provide valid information. If we terminate these Terms without cause, we will refund or issue store credits equal to the balance on your cancelled Gift Certificate, less any amounts that you may owe us.

**Assignment.** We may assign all or part of these Terms without notice to you. Upon such transfer, Intentionalist shall be released from all liability. You may not assign these Terms without our prior written consent, and any attempted assignment will be void.

**Entire Agreement.** These Terms, along with the Intentionalist Terms of Use and our Privacy Notice, are the complete and exclusive statement of agreement between you and Intentionalist and supersede and merge all prior proposals and all other agreements governing your Gift Certificate. If any provision of these Terms, other than the Class Action Waiver in the Arbitration provision in our Terms of Use, is determined to be illegal or unenforceable, that provision will be eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.

**Governing Law.** These Terms shall be governed by and construed in accordance with the laws of the State of Washington notwithstanding any principles of conflicts of laws.

**Inquiries or Questions.** If you have any questions regarding these Terms or your Gift Certificate, please visit our [website](#) or contact us at [hello@intentionalist.com](mailto:hello@intentionalist.com).