Registry Owner Agreement

Effective Date: [08/01/2025] **Last Updated:** [10/07/2025]

This Registry Owner Agreement ("Agreement") is a legally binding contract between you ("Registry Owner," "you," or "your") and No Gifts Please, Inc. ("No Gifts Please," "we," "our," or "us").

By creating a registry on **NoGiftsPlease.com**, you agree to the following terms. If you do not agree, do not create or maintain a registry.

1. Purpose of This Agreement

No Gifts Please allows parents and guardians to create online registries where friends and family can contribute money toward meaningful experiences instead of physical gifts.

This Agreement clarifies your responsibilities as a Registry Owner and our rights as the platform provider. It supplements our <u>Terms of Service</u>, <u>Privacy Policy</u>, and <u>Payment & Payout Policy</u>, all of which apply to your use of the platform.

2. Eligibility and Verification

To create and receive funds from a registry, you must:

- Be at least 18 years old (or the age of majority in your jurisdiction).
- Provide accurate, truthful information during setup, including your **legal name**, **email**, **event details**, and **child's first name and age**.
- Complete **Stripe Connect verification** to link your payout method (bank account or debit card).
- Maintain current, accurate payout information.

You authorize No Gifts Please and **Stripe** to collect, verify, and process this information for the purpose of secure payouts.

Failure to complete or maintain verification may delay or prevent the release of funds.

3. Your Representations and Responsibilities

By creating a registry, you represent and agree that:

1. All information provided is accurate and truthful.

You will not create false or misleading registries, impersonate another person, or misrepresent your identity or event details.

2. Funds will be used for legitimate, experience-based purposes.

While No Gifts Please does not control or monitor your spending, you agree to use contributions in the spirit of the platform's mission — to provide meaningful experiences for your child or family, not for illegal, harmful, or misleading purposes.

3. You are solely responsible for how funds are used.

Once contributions are transferred to your connected account, you are the lawful owner of those funds and are responsible for managing them appropriately.

4. You are responsible for communication with contributors.

If plans change (e.g., your event is canceled, postponed, or the intended experience becomes unavailable), you agree to communicate directly with contributors as needed.

5. You will comply with all applicable laws.

You will not use the platform for fraudulent, deceptive, or prohibited activity.

4. Platform Rights and Suspension

To maintain integrity and trust, No Gifts Please reserves the right to:

- Review and verify registry information at any time.
- Suspend or terminate registries that violate our Terms, involve fraudulent activity, or misrepresent information.
- Hold or delay payouts if suspicious or unusual activity is detected.
- Remove inappropriate content (images, descriptions, or comments) that violate our standards.

If your registry is suspended or terminated, we may retain or refund funds in accordance with our <u>Refund & Cancellation Policy</u> and Stripe's dispute procedures.

5. Prohibited Conduct

You may not use No Gifts Please to:

- Create fake or misleading registries
- Collect money under false pretenses
- Solicit funds for political, religious, or commercial purposes
- Circumvent Stripe's verification requirements
- Use funds for unlawful activity or personal gain unrelated to your registry's purpose
- Upload offensive, copyrighted, or inappropriate content

Violation of this section may result in immediate suspension, permanent ban, or referral to legal authorities.

6. Stripe Connect and Payouts

All payments and transfers are handled by **Stripe Connect**, a third-party payment processor.

By creating a registry, you agree to:

- Comply with Stripe's Connected Account Agreement (https://stripe.com/connect-account/legal)
- Complete identity verification as required by Stripe
- Allow Stripe to hold, delay, or refund payments in cases of fraud or dispute

No Gifts Please does not store, see, or control your banking information. Stripe's policies and infrastructure govern all financial transactions.

7. Experience Fulfillment

No Gifts Please is a **facilitator**, not a provider, of experiences.

We do not book, arrange, or guarantee the fulfillment of any experience mentioned on your registry.

You are solely responsible for:

- Booking and paying for experiences using your funds
- Managing any cancellations or refunds directly with third-party providers
- Ensuring that activities are safe, lawful, and appropriate

We are not liable for any injury, loss, or issue arising from the use of funds or participation in experiences.

8. Taxes and Reporting

Funds received through No Gifts Please are treated as **personal gifts**, not income or wages.

However, depending on your location and the total amount received, you may have tax obligations.

You agree to consult your own tax advisor and understand that **No Gifts Please does not issue** tax forms or report contributions to the IRS or state agencies.

9. Intellectual Property

You retain ownership of the text, images, and content you upload to your registry. By posting this content, you grant No Gifts Please a **non-exclusive**, **worldwide**, **royalty-free license** to use, display, reproduce, and promote your registry as part of our platform or marketing materials.

You warrant that all uploaded content belongs to you or that you have the legal right to use it.

10. Termination

You may close your registry at any time through your dashboard.

No Gifts Please may terminate or suspend your registry if:

- You violate this Agreement or our Terms of Service
- Fraud, chargebacks, or disputes occur
- We receive credible complaints from contributors
- Your account poses a financial or reputational risk to the platform

Upon termination, Stripe may retain or refund funds in accordance with its policies. No Gifts Please is not liable for losses resulting from termination or suspension.

11. Limitation of Liability

To the fullest extent permitted by law:

- No Gifts Please is not liable for any indirect, incidental, consequential, or punitive damages arising from your use of the platform.
- Our total liability for any claim will not exceed the total platform fees collected from your registry in the past six months.
- You agree to indemnify and hold harmless No Gifts Please and its affiliates from any claim, loss, or expense arising from your actions, misuse of funds, or violation of this Agreement.

12. Governing Law

This Agreement is governed by the laws of the **State of Ohio**, without regard to conflict of law principles.

All disputes shall be resolved exclusively in the state or federal courts located in **Franklin County, Ohio**.

13. Modifications to This Agreement

We may update this Agreement periodically. The updated version will be posted on our website with a revised "Last Updated" date.

Continued use of your registry after such updates constitutes acceptance of the new terms.

14. Contact

Questions about this Agreement?

info@nogiftsplease.com

www.nogiftsplease.com