Terms of Service

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

Welcome to **No Gifts Please, Inc.** ("**No Gifts Please**," "we," "our," or "us"). These Terms of Service ("**Terms**") govern your access to and use of our website, mobile services, and any related tools or features (collectively, the "**Platform**").

By accessing or using No Gifts Please, you agree to these Terms. If you do not agree, do not use the Platform.

1. Overview

No Gifts Please is an online experience registry platform that allows parents or guardians ("Registry Owners") to create digital gift registries for their children's celebrations. Friends and family ("Contributors") can contribute monetary gifts toward experiences rather than physical items.

Funds are processed securely through **Stripe Connect**, a third-party payment processor. Registry Owners receive their collected funds after verification and event completion, subject to these Terms.

2. Eligibility

To use No Gifts Please, you must:

- Be at least 18 years old (or the age of legal majority in your jurisdiction).
- Have the authority to enter into this agreement.
- Provide accurate, current, and complete information during registration.

By using the Platform, you represent that you meet all eligibility requirements.

3. Creating a Registry

Registry Owners can create a digital registry using the Platform's chat assistant or registration form. You must provide:

• The child's name and age (for display purposes)

- The event type and date
- A valid email address
- A payout method via Stripe Connect

Once created, you'll have access to a private dashboard where you can edit your registry, upload images, update your event details, and view contributions.

4. Stripe Connect Verification

All payouts are managed through **Stripe Connect**, our third-party payment partner.

- Registry Owners must complete Stripe's identity verification process before receiving funds.
- By connecting your account, you agree to Stripe's <u>Connected Account Agreement</u>.
- We never see, store, or handle your bank or card information.

Failure to complete Stripe verification may delay or prevent payouts.

5. Contributions and Payments

Contributors can support registries using credit or debit cards. All payments are processed by Stripe.

Payment Terms:

- Contributions are **final** and **non-refundable**, except in cases of verified fraud or error.
- No Gifts Please deducts a **10% platform fee** from each contribution. This covers processing, hosting, support, and transaction costs.
- The remaining balance (90%) is credited to the Registry Owner's Stripe account.

No Gifts Please does not act as a bank or money transmitter. Funds are held and transferred solely by Stripe.

6. Registry Closing & Fund Transfers

• Funds become available for transfer **after the registry's closing date**, typically the event date entered at setup.

- Registry Owners may request an early manual payout through their dashboard.
- Stripe typically transfers funds within 2–5 business days after initiation.
- Delays may occur if verification is incomplete or if unusual activity is detected.

All transfers are final once funds are sent to the Registry Owner's connected account.

7. Refunds and Disputes

Because contributions are processed and settled through Stripe, **No Gifts Please cannot issue refunds** directly.

If a Contributor made a payment in error, they may contact **support@nogiftsplease.com** within **7 days** of the transaction. We will review and, if appropriate, assist in facilitating a refund through Stripe.

No Gifts Please is not responsible for:

- Registry Owners' use (or misuse) of funds
- Unfulfilled experiences
- Third-party cancellations, delays, or quality issues

8. Registry Content and Conduct

When creating a registry, you agree that all information you provide is truthful, respectful, and appropriate for a family-friendly platform. You may not:

- Post false, misleading, or fraudulent information
- Use images you don't have rights to
- Solicit funds for anything unlawful or misleading
- Violate the rights of others or impersonate another person

We reserve the right to suspend or remove any registry that violates these terms or damages trust in the platform.

9. License and Intellectual Property

All content, design, text, graphics, logos, and code on the Platform are owned by **No Gifts Please, Inc.** and protected under U.S. and international copyright laws.

You retain ownership of your uploaded registry photos and text but grant No Gifts Please a **non-exclusive**, **worldwide**, **royalty-free license** to display, reproduce, and promote your registry as part of our platform and marketing efforts.

You may not copy, distribute, or reverse-engineer any portion of the Platform without written permission.

10. Safety, Security & Data Protection

We take privacy and security seriously. All payments are encrypted and processed through Stripe's secure infrastructure.

No Gifts Please uses SSL encryption and secure database storage for all user data. For more details, see our <u>Privacy Policy</u>.

We will never sell or share your personal information with advertisers.

11. Fees and Taxes

All fees (including the 10% platform fee) are automatically deducted at the time of contribution.

Registry Owners are solely responsible for any **taxes or reporting obligations** arising from funds received. No Gifts Please does not issue tax documents or file income reports on behalf of Registry Owners.

12. Disclaimers

The No Gifts Please platform is provided "as is" and "as available." We make no guarantees about:

- The availability or uptime of the site
- The accuracy of user content
- The fulfillment of any experience purchased with funds
- The reliability of third-party payment processors or partners

You use the Platform at your own risk.

13. Limitation of Liability

To the fullest extent permitted by law:

- No Gifts Please is not liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of the Platform.
- Our total liability for any claim shall not exceed the total platform fees we received from your specific registry within the previous six months.

This limitation applies even if we have been advised of the possibility of such damages.

14. Indemnification

You agree to indemnify and hold harmless No Gifts Please, its officers, employees, and affiliates from any claims, losses, liabilities, damages, expenses, or costs arising from:

- Your use of the Platform
- Your violation of these Terms
- Any misuse of funds or false information on your registry

15. Termination

We reserve the right to suspend or terminate your account or registry at any time if we suspect fraud, misuse, or violation of these Terms.

Upon termination:

- Your registry may be removed from public view.
- Any remaining Stripe balance will be held or released according to Stripe's policies.

16. Governing Law

These Terms are governed by and construed in accordance with the laws of the **State of Ohio**, without regard to its conflict of law provisions.

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

17. Changes to These Terms

We may update these Terms from time to time. When we do, we'll update the "Effective Date" at the top of this page and notify users of significant changes via email or on-site notice.

Your continued use of the Platform constitutes acceptance of the revised Terms.

18. Contact Us

Questions or concerns about these Terms?

Email: info@nogiftsplease.com

Website: www.nogiftsplease.com