



## Terms of Use

THESE CORPORATE TERMS OF SALE (“BULK TERMS”) GOVERN THE

PURCHASING OF ANY GIFT CARDS IN BULK FROM THE DEALGIFTER.COM

WEBSITE (“SITE”). PLEASE READ THESE TERMS CAREFULLY BEFORE

MAKING A PURCHASE. THESE TERMS APPLY TO YOU, AS A VALIDLY

EXISTING BUSINESS, AND ONLY ADDRESS YOUR PURCHASE OF CLOSED

LOOP RETAIL DIGITAL GIFT CARDS (“GIFT CARDS”), IN BULK, FOR THE

SOLE PURPOSE OF REDISTRIBUTION TO CONSUMER OR END USERS.

CALI-GIFT LTD, Israeli company registration number 515847895, (“DealGifter,”

“we” or “us”) offers you the ability to make a bulk purchase of closed loop Gift Cards

through the DealGifter Site. Your purchase of any Gift Cards in bulk is governed by

these Bulk Terms. In addition, any Gift Cards that you purchase will have their own

terms and conditions as described below in the Gift Card Use paragraph. When you

purchase Gift Cards in bulk, you are agreeing to be bound by these Bulk Terms and

you acknowledge that such agreement constitutes a binding contract between you

and DealGifter and its Affiliates. If you do not agree to these Bulk Terms, do



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not make

any purchases from DealGifter. Because you are agreeing to the Bulk Terms on

behalf of a business/company, you represent and warrant that you have the authority

and authorized by the relevant company/business organs to bind such entity to the

Bulk Terms and the terms “you” or “your” refer to such company/business.

Deal Gifter reserves the right to change, modify, add or remove all or part of these

Terms at any time and in our sole discretion. If we make changes to these Terms, we

will provide notice of such changes by posting such changes on our websites and

updating the “Last Updated” date at the top of these Terms. You should review these

Terms each time you make a bulk purchase from Deal Gifter to ensure you

understand the most recent terms and conditions that apply to such bulk purchase.

You must be a valid and legally existing business that is organized and existing in

good standing under the laws of the state in which you are organized, and you must

be authorized by the relevant company organs to bind the company to any

purchases. You may only purchase Gift Cards, in bulk, for redistribution to end users

(including, your employees or other consumers).

You may only have one account and you agree to: (i) provide complete, accurate and

current information; (ii) promptly update your account information to keep it accurate,

current and complete; (iii) maintain the security of your account and accept all risks

of unauthorized access to your account; and (iv) promptly notify DealGifter at

contact@dealgifter.com if you discover or otherwise suspect that your account or

password has been subject to unauthorized use (v) maintain a valid email address

where we may deliver information, notifications and disclosures to you.

DealGifter may reject your application and refuse access to or use of our Gift Cards,

at any time, in its sole discretion. If your account is deactivated by us, you, or anyone

acting under your discretion, is/are strictly prohibited from using the Site.

After your application is approved, you may purchase Gift Cards in bulk amounts

from the Site, based upon your balance of funds and in accordance or

using your credit card or Pay Pal account with these Terms, our Terms of Service and

our Privacy Policy.

Payment and Your Available Balance



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A DealGifter representative will contact you to finalize any account terms and provide

payment instructions. All payments are made in advance and must be via PAYPAL,

Credit Card or wire transfer from your bank account. If we do not receive your

payment, we may suspend or cancel your account and your Gift Card order will

automatically cancel. You are responsible for resolving any problem we encounter in

order to proceed with your order.

### Restricting Access to Account Funds for Investigations

DealGifter may restrict access to funds in your account to allow us to investigate the

use of your account, resolve any pending dispute, in response to a court order or if

otherwise requested by law enforcement or any governmental entity or authority. We

may restrict access to funds in your account for the time that it takes for us to

complete any pending investigation or resolve a pending dispute. We also may

restrict access to your funds as required by law, court order, or if we receive a lawful

request from law enforcement or governmental entity or authority.

### GIFT CARD TERMS AND CONDITIONS

#### Gift Cards

### Supply

We are doing our best to provide the Gift card instantly, however, in some cases the

delivery may take up to 24 hours. If a certain gift card brand is not available in the

system, you will be instantly refunded.

### Cancellation Policy - No Return of Gift Cards

All purchases on the website are final and the Gift Cards are non-returnable,

provided, however, that if a Gift Card does not function as a result of DealGifter act or

omission, we may, in our sole discretion, either refund the purchase amount or

replace the defective Gift Card with an alternative Gift Card.

If you have any questions or problems with your order, please contact us at

[contact@dealgifter.co](mailto:contact@dealgifter.com)  
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### Order Errors

DealGifter strives to be the best at what we do, and accuracy of orders is of the

highest priority; however, DealGifter does not represent or warrant that any Gift Card

and information about the Gift Card (including the description, Vendor information or

pricing information) provided is accurate, complete, reliable, current or error-free. In

the event of an error in an order, in processing a Gift Card purchase or otherwise, we

reserve the right to correct such error and revise your order accordingly (including

charging the correct price for such order) or to cancel the order and refund any

amount charged.

### Use of Gift Cards

DealGifter is not the issuer of any Gift Cards. The Gift Cards that you purchase are issued and activated by participating third-party merchants, retailers and vendors (hereinafter: collectively "Issuers").

After

purchasing a Gift Card, these Terms will no longer apply and you (or the recipient of

the Gift Card) must activate the Gift Card by following the instructions provided by

the Vendor. The Gift Card will only function upon such activation. Upon activation, the

Gift Card will be governed by certain terms and conditions established by the Issuer.

Depending on the applicable law of your state and whether the Gift Cards are

promotional in nature, Issuers may set expiration dates for such Gift Cards, in

addition to other restrictions and requirements that each individual Issuer will have at

their sole discretion subject to applicable law. You (or the recipient of the

Gift Card)

should review and familiarize yourself with all applicable Issuer terms and conditions.

If you have questions regarding the applicable Issuer terms, you should contact that

Issuer directly.

Issuers (and not DealGifter) are fully responsible for all aspects of their Gift Card

programs. Issuers are also responsible for any and all liabilities, damages and costs

suffered by you (or the recipient of the Gift Card) in connection with your purchase

and the use of their Gift Card. While DealGifter attempts to work only with reputable

Issuers, DealGifter has no liability for (i) the sale of products or services through the

use of any Gift Card; and (ii) any issuer's failure to honor a Gift Card.

### Documentation of Bulk Transactions, Taxes, and Errors

At the time of your bulk purchase, you will receive an email receipt and an order

confirmation number for the transaction. Retain this invoice for your records. You can

access your current balance and view your order history. With respect to the Gift

Cards that you purchase in bulk, the amount paid for such Gift Cards does not

include any sales tax or other taxes which may be charged to you (or the recipient of

the Gift Card) separately by the applicable Issuer at the time a purchase is made

using the Gift Card.

If you think an invoice is incorrect or you have any questions concerning your

account, you may contact your representative and email us at [contact@dealgifter.com](mailto:contact@dealgifter.com)

In order for us to review any invoice you must notify us no later than 60 days after your purchase/transaction date and you must provide us with the following

information: (i) your name and your company name; (ii) a description of the error or

the transaction you are looking to be reviewed, and detailed explanation as to why

you believe it is an error including the USD amount of such error; and (iii) your

account username or email address.

### No Liability for Gift Cards Subsequent to Delivery

DealGifter is not responsible for any value lost from a Gift Card subsequent to your

purchase and our delivery to you. You are also responsible for any losses due to

fraudulent activity on your account. To reduce the likelihood of such a loss, DealGifter

recommends protecting your computers, systems and devices using best practices

for



security.

Disputes with  
Merchants

You (or the recipient of the Gift Card) agree to make a good faith effort to settle all

disputes about purchases made using the Gift Card with the Issuer who accepted the

Gift  
Card.

Expiration

The expiration (if any) of your Gift Card is dependent on the sp

- If your Internet connectivity, computer, system or device is not working

properly

- If circumstances beyond our control such as flood or fire or other

natural disaster prevent the transaction or fulfillment of your order.

- Any issue covered by the Disclaimer of Liability section above.

- As otherwise stated in these Terms or provided by law.

Account Termination or  
Suspension

We reserve the right to close your account or take other appropriate actions if you

violate these Terms or any policies or terms on any CALI-GIFT site in whole or in part.

We may modify or close your account for any reason or no reason at any time with or

without notice, and without liability of any kind or nature to you or any third party. We

may also suspend your access to your account (including the funds in your account)

if you (a) have violated these Terms, (b) pose an unacceptable risk to us, or (c)

provide any false, incomplete, inaccurate, or misleading information or otherwise

engage in fraudulent or illegal conduct.

If your account is terminated for any reason or no reason you agree: (a) to

immediately stop using your account; (b) that we reserve the right, but have no

obligation, to delete your information and account data stored on our servers; and (c)

that we shall not be liable to you or any third party for termination of your account or

deletion of your information or account data.

You may terminate or close your account at any time. Upon closure of an account,

any pending transactions will be cancelled, and we will erase your balance from your

account. Any funds that we are holding in custody for you at the time of closure, less

any applicable fees, will be paid out to you. If an investigation is pending at the time

you close your account, we may hold your funds as described herein

until such

investigation is resolved. If you are later determined to be entitled to some or all of

the funds in dispute, we will release those funds to you.

Upon termination of your account, you will remain liable for all amounts due under

your account up to and including the date of termination.

Pay Pal Reference transactions  
Service

When a buyer purchases a Gift Card on our site, a reference transaction ID is

generated. You can use the reference transaction ID later to initiate subsequent

transactions. As a merchant, we can use a reference transaction ID to capture future

payments against a billing agreement. The capture future payment transaction is a

reference transaction.

Canceling the service of Pay Pal Reference transactions

Each customer can choose to disconnect from the service at any time by contacting us at [contact@dealgifter.com](mailto:contact@dealgifter.com)

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Any failure to enforce a provision in some instances does not constitute a waiver of

our right to enforce such provision in other instances.

Contact  
Us

If you have any questions or concerns regarding these Terms or any DealGifter

services, please contact us  
at:

Email Address:  
contact@dealgifter.com

Mailing address: 51/17 Igal Yadin, Modi'in,  
Israel

Telefax:  
+972528908448

Entire Agreement, Severability,  
Affiliates

These Terms constitute the entire agreement between you and DealGifter with

respect to your purchase of Gift Cards in bulk and supersedes any other agreement,

proposals and communications, written or oral, between DealGifter and you with

respect to the subject matter hereof. If a court should find that one or more rights or

provisions contained herein are invalid, you agree that the remainder of the Terms

shall be  
enforceable.

Confidentialit  
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Confidentiality undertaking – DEalGifter will: (a) keep the Confidential Information

confidential and not disclose it to anyone, (b) ensure that such



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Confidential

Information is protected with security measures and a degree of care that would

apply to its own confidential information; (c) to use the Confidential Information only

for the Permitted Purpose