

Jifiti.com Terms, Conditions and Privacy Policies

Last modified: January 2025

THESE TERMS, CONDITIONS, AND PRIVACY POLICY MUST BE READ CAREFULLY BEFORE USING THE JIFITI.COM WEBSITE, THE JIFITI APPLICATION OR ANY OF JIFITI'S RELATED SERVICES (HEREINAFTER COLLECTIVELY REFERRED TO AS "JIFITI PRODUCTS" or the "SERVICE") IN ANY WAY.

For terms relating to Jifiti's Gifting or Gift Registry services, click [here \(https://gifting.jifiti.com/terms/\)](https://gifting.jifiti.com/terms/).

Terms and Conditions Acceptance

On any of our pages, clicking "I Agree" constitutes your agreement to these terms and condition of use, which form a binding legal contract. If you do not agree to these terms of use, click "CANCEL" and do not use JIFITI PRODUCTS or any of its applications and services in any way. Jifiti.com, Inc. reserves the right, at its discretion, to change, modify, add, or remove portions of these terms and conditions at any time. These terms and conditions must be checked each time you use JIFITI PRODUCTS. Your continued use of JIFITI PRODUCTS following the posting of changes to these terms will mean you accept those changes.

Data Collection Acceptance

According to Jifiti's Privacy Policy (as set forth below), you have the right to refuse the collection, storage, and other forms of processing of your personal data. If you consent to Jifiti's data processing, click "Accept and Continue" in the cookie notification pop-up. If you do not consent, click "Do Not Track" in the cookie notification pop-up.

1. General

All content of any kind on JIFITI PRODUCTS including the proprietary JIFITI PRODUCTS Software and Methodologies are protected by international and domestic laws, including copyright-intellectual property laws and treaties. JIFITI.Com Inc. owns all right, title and interest to the JIFITI Site, the application, the Software and the methodologies. The term "JIFITI PRODUCTS" is protected by trademarks, designs, copyrights and other rights (registered and unregistered) and may not be used by any person for any purpose whatsoever except under written permission from Jifiti.com Inc.

2. Title Not Transferred; License; Copying Not Permitted

The use of any JIFITI PRODUCTS does not transfer any title or ownership to the JIFITI PRODUCTS, Software and Methodologies. The JIFITI PRODUCTS, Software and Methodologies may not be used for any purpose other than as specifically provided by Jifiti.com, Inc. Use of JIFITI PRODUCTS as intended therein is permitted only under a strict, non-exclusive, and limited license, revocable at any time as specifically provided in these Terms and Conditions of Use. Copying, distribution, modification, translation, sale, the creation of derivative works, decompilation, reverse engineering, disassembling or any attempt to do any of the above with respect to the JIFITI PRODUCTS, Software and Methodologies is not permitted. Jifiti.com, Inc. is and remains the sole owner of all right and title in and to the JIFITI PRODUCTS, application and any material on or related to JIFITI PRODUCTS or its operation, including without limitation all intellectual property rights, copyrights, patents, trademarks, designs, whether or not registered or registrable.

3. Privacy Policy

This policy sets out the different areas where user privacy is concerned and outlines the obligations & requirements of the users, the website, applications, service and the website/application owner, Jifiti.com Inc. Furthermore, the way our business processes, stores and protects user data and information will also be detailed within this policy.

Jifiti.com takes a proactive approach to user privacy and ensures the necessary steps are taken to protect the privacy of its users throughout their use of its services. In addition to US laws, the service and applications comply with all EU and UK national laws and requirements for user privacy.

What personal data do we collect?

While using our website, software applications or services, you may be required to provide personal information (name, address, email, account details, etc.). We will use this personal data to administer our service, applications, client databases and marketing material. We may also collect additional tracking information as outlined below in the session regarding Cookies.

Also, with your explicit approval, Jifiti.com Inc. may use third party vendors to gather your personal data from financial institutions. By using our Products, you grant Jifiti.com Inc. and its third party vendors the right, power, and authority to access and transmit your personal and financial information from the relevant financial institution.

How do we collect your data?

Jifiti collects information in three possible ways:

From Data Controllers that you contract with in order to provide a service. Jifiti will receive such data from the Data Controller in order to fulfill the terms of the contract you have entered into with them.

When you directly give it to us (“Directly Provided Data”). When you sign up for our site or applications (or cobranded sites or applications that we host and administer for third parties), purchase our products or communicate with us, you may choose to voluntarily give us certain

information – for example, by filling in text boxes or completing registration forms. All this information requires a direct action by you at that time in order for us to receive it.

When you give us permission to obtain from other accounts (“User Authorized Data”).

Depending on your settings or the privacy policies for other online services, you may give us permission to obtain information from your account with those other services. For example, this can be via social media or by choosing to send us your location data when accessing our website from your smartphone. It can also be via registering online or placing an order for any of our products or services, voluntarily completing a customer survey or providing feedback on any of our message boards or via email, or by using or viewing our website via your browser’s cookies.

How will we use your data?

Jifiti.com collects your data so that we can process your orders, manage your accounts, and email you with special offers on other products and services we think you might like.

We may also contact you about your account, your loan(s) or any other Jifiti service, using the method(s) of communication provided, including phone calls, email via SMS, voice messages, prerecorded messages or automatic texting, notwithstanding any current or prior election to opt out of receiving telemarketing calls or SMS messages. Phone calls may be recorded for our records and for quality assurance.

When Jifiti.com processes your order, it may send your data to, and also use the resulting information from, credit reference agencies to prevent fraudulent purchases.

What information may we share with third parties?

We may use and disclose your personal data that is collected through our Products to run our everyday business and in accordance with applicable law. We do not share, sell, rent or trade your personal information with any third-party other than as described below. We may share your information with:

- (Future) Jifiti.com Inc. subsidiaries or affiliates in the event of a corporate sale, merger, reorganization, dissolution or similar event;

- Agents and service providers who help us with parts of our business operations, such as fraud prevention, servicing activities, bill collection, marketing and technology services;

- Consumer reporting agencies to which we report that status of your account with us;

- Business partners (including lenders) that offer financial products and services that we believe may be of interest to you;

- Law enforcement, government officials, or other third parties as required by law and when we believe that such disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, regulatory request or other legal process; and

- Other third parties but only if you consent or instruct us to do so.

How do we store your data?

We will ensure that all personal data provided is stored securely in accordance with all the relevant requirements of the General Data Protection Regulation (EU) 2016/679, as adopted into laws of the EU-member states and the United Kingdom in the Data Protection Act 2018, the GLB Act (15 U.S.C.

§§6801-6827), the Fair Credit Reporting Act (15 U.S.C. §1681), the Personal Information Protection and Electronic Documents Act (S.C. 2000, c.5) (“PIPEDA”), the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 to 1798.199 (the “CCPA”) and other applicable relevant US State Laws regarding protection of Personal Data. Furthermore, by providing telephone, fax and email details, you consent to Jifiti.com contacting you using that method (including via SMS).

You have the right at any time to request a copy of the personal data we hold on you. Should you wish to receive a copy of this, or would like to be removed from our database, please contact us at: privacy@jifiti.com (mailto:privacy@jifiti.com)

How long do we keep your data for?

Jifiti.com Inc. will not retain your personal information longer than necessary. We will hold onto the information you provide either while your account is in existence, or as needed to be able to provide the Services to you, or (in the case of any contact you may have with our Customer Care team) for as long as is necessary to provide support-related reporting and trend analysis only.

If legally required or if it is reasonably necessary to meet regulatory requirements, resolve disputes, prevent fraud and abuse, or enforce our Terms and Conditions, we may also retain some of your information for a limited period of time as required, even after you have closed your account or it is no longer needed to provide the Services to you.

We urge you to check the privacy policy of the third party providers with whom we share your data, including relevant lenders. Jifiti is not responsible for such third parties’ compliance with this or any other privacy policy, law or regulation.

What are your rights?

We understand that you trust us with your personal information and we are committed to ensuring you can manage the privacy and security of your personal information yourself.

With respect to the information relating to you that ends up in our possession, and recognizing that it is your choice to provide us with your personally identifiable information, we commit to giving you the ability to do all of the following:

You can verify the details you have submitted

to Jifiti by contacting our Compliance & Privacy team at privacy@jifiti.com (mailto:privacy@jifiti.com)

. Our security procedures mean that we may request proof of identity before we reveal information, including your email address and possibly your mailing address.

The right to rectification

– You can also contact us by the same method to change, correct, or delete your personal information controlled by Jifiti.com regarding your profile at any time. Please note though that if you have shared any information with others through social media channels, that information may remain visible, even if your account is deleted.

The right to erasure

– You are also free to close your account. If you do so, your account will be deactivated. However, we may retain archived copies of your information as required by law or for legitimate business purposes (including to help address fraud and spam). Where Jifiti acts as a Data Processor, your request will require approval from the Data Controller. Closing your account will not cancel any outstanding amounts owed to us nor any loans from third party lenders.

The right to access

– You can request a readable copy of the personal data we hold on you at any time. To do this, please contact us at privacy@jifiti.com (<mailto:privacy@jifiti.com>)

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The right to restrict processing

– You have the right to request that Jifiti.com restrict the processing of your personal data, under certain conditions.

The right to object to processing

– You have the right to object to Jifiti’s processing of your personal data, under certain conditions.

The right to data portability

– You have the right to request that Jifiti.com transfer the data that we have collected to another organization, or directly to you, under certain conditions. If you make a request, we have one month to respond to you.

If you would like to exercise any of these rights, please contact us at our email: privacy@jifiti.com (<mailto:privacy@jifiti.com>)

You can always feel free to

update

us on your details at any point by contacting privacy@jifiti.com (<mailto:privacy@jifiti.com>)

You can unsubscribe from receiving marketing emails from us by clicking the “unsubscribe” link at the bottom of any marketing email. Once you do this, you will no longer receive any commercial or marketing emails from us.

If you make a request, we have one month (30 days) to respond to you. If you would like to exercise any of these rights, please contact us at our email: privacy@jifiti.com (<mailto:privacy@jifiti.com>)

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Cookies

What are cookies?

Cookies are small files saved to the user’s computer’s hard drive that track, save and store information about the user’s interactions and usage of the website. This allows the website, through its server, to provide users with a tailored experience within this website. When you visit our websites, we may collect information from you automatically through cookies or similar technology. For further information, visit

How do we use cookies?

Jifiti.com uses cookies in a range of ways to improve your experience on our website, including:

- Keeping you signed in
- Understanding how you use our website and our service(s)
- Remembering personal settings you have chosen at our service

In no other context do we use cookies to collect information that identifies you personally. Most of the cookies we set are automatically deleted from your computer when you leave our service or shortly afterwards.

We use anonymous session cookies (short-term cookies that disappear when you close your browser) to help you navigate the service and make the most of the features. If you log into the service or application as a registered user, your session cookie will also contain your user ID so that we can check which services you are allowed to access.

This service uses tracking software to monitor its visitors to better understand how they use it. This software is provided by Google Analytics and Full Story which uses cookies to track visitor usage. The software will save a cookie to your computer's hard drive in order to track and monitor your engagement and usage of the service, but will not store, save or collect personal information.

What types of cookies do we use?

There are a number of different types of cookies, however, our service uses:

Functionality – Jifiti.com uses these cookies so that we recognize you on our service and remember your previously selected preferences. These could include what language you prefer and location you are in. A mix of first-party and third-party cookies are used.

How to manage cookies?

Should users wish to deny the use and saving of cookies from the service on to their computer's hard drive, they should take necessary steps within their web browser's security settings to block all cookies from the service and its external serving vendors. However, in a few cases, some of our website features may not function as a result.

Privacy policies of other websites

The Jifiti.com Inc. service contains links to other websites or services. Our privacy policy applies only to our service, so if you click on a link to another service, you should read their privacy policy.

Changes to our privacy policy

Jifiti.com Inc. keeps its privacy policy under regular review and places any updates on this web page. This privacy policy was last updated in August 2024.

How to contact us

If you have any questions about Jifiti.com's privacy policy, the data we hold on you, or you would like to exercise one of your data protection rights, please do not hesitate to contact us.

Email us at:

privacy@jifiti.com
(mailto:privacy@jifiti.com)

Call us: 1-855-858-0600

How to contact the appropriate authority

Should you wish to report a complaint or if you feel that Jifiti.com has not addressed your concern in a satisfactory manner, you may contact your national Data Protection Authority in the European Union or your region's Attorney General in the United States.

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. Prohibited Activities

By using JIFITI PRODUCTS, you agree to do so in accordance with all terms and conditions herein and on the JIFITI PRODUCTS, and not to do or attempt or plan to do any of the following, in any way: (a) interrupt, interfere, sabotage or damage the operation of JIFITI PRODUCTS; (b) violate any laws and/or third party rights in connection with JIFITI PRODUCTS or its use; (c) post false, misleading, defamatory, libelous, spam or unlawful content; (d) manipulate JIFITI PRODUCTS's fee structure and/or billing process; (e) distribute viruses that may harm JIFITI PRODUCTS or its users; (f) use JIFITI PRODUCTS if you are not legally permitted to form legally binding contracts, or are temporarily or indefinitely suspended from using JIFITI PRODUCTS; (g) fail to deliver or accept any services or goods which you undertook to provide or acquire; (h) fail to make payment for services or goods purchased by you or to service any loan or debt taken by you; (i) manipulate the price of any service or goods; (j) interfere with any other user's listings; (k) transfer any account on JIFITI PRODUCTS to another party without JIFITI's consent; (l) collect information about users, including without limitation e-mail addresses, without consent; (m) any act which is not in accordance with the normal, intended use of JIFITI PRODUCTS, or which might in any way harm JIFITI or its users.

5. No Warranty; Support Request

THE JIFITI PRODUCTS, SERVICE, SOFTWARE AND METHODOLOGIES AND ANY CONTENT ON JIFITI SERVICE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, OR STATUTORY. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, JIFITI.COM INC. DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN

AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE. NO WARRANTY IS GIVEN THAT THE JIFITI PRODUCTS, SOFTWARE OR METHODOLOGIES WILL MEET A USER'S REQUIREMENTS, THAT ACCESS OR OPERATION OF THE SAME WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. IT IS SPECIFICALLY EMPHASIZED THAT NO WARRANTY IS GIVEN THAT THE JIFITI PRODUCTS, SERVICE, SOFTWARE OR METHODOLOGIES OR ANY LINKS (OR ANY SERVERS CONNECTED WITH THE ABOVE) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. JIFITI.COM INC. DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF USE OF THE JIFITI PRODUCTS, SERVICE, SOFTWARE OR METHODOLOGIES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE, OR THAT THE USE OF THE JIFITI PRODUCTS, SERVICE, SOFTWARE OR METHODOLOGIES WILL NOT ADVERSELY AFFECT THE USE OF THE COMPUTER(S) OR DEVICES ON WHICH THE SAME ARE ACCESSED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY PERSON, INCLUDING WITHOUT LIMITATION, A REPRESENTATIVE OF JIFITI.COM INC. SHALL CREATE A WARRANTY OF ANY KIND. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO CERTAIN OF THE ABOVE EXCLUSIONS MAY NOT APPLY AND/OR OTHER LEGAL RIGHTS MAY BE AVAILABLE IN VARIOUS JURISDICTIONS. JIFITI MAY MAKE ANY ALTERATIONS TO THE JIFITI PRODUCTS SITE, THE DATA, PROGRAMS, SERVICES OR PRICES, AT ANY TIME WITHOUT NOTICE.

Without derogating from the foregoing, if you identify an error or encounter an issue related to the use of the service or your virtual card, you may email our support team at help@jifiti.com (mailto:help@jifiti.com) or call 855 858 0600 and our team will investigate the matter.

6. Virtual Account and Cards

Once a loan application has been submitted and approved by the participating lender, you may receive (typically within 1 business day) a virtual payment certificate or a virtual card (the "Card") that may be used in the store, added to your digital wallet (as per the instructions and eligibility of the relevant wallet provider), or you may receive the ability to choose between that Card and other payment methods. If eligible, you may add the Card to multiple wallets or on multiple devices, but the total loan amount on the Card will be aggregated over all wallets and devices. Your use of a digital wallet will be subject to the terms and conditions set by your wallet provider. You will not receive a physical card device. The Virtual Account or Card is issued to and represents an obligation of Jifiti.com Inc. and is distributed by Jifiti. The Virtual Account may be redeemed for merchandise only at approved merchants or otherwise in accordance with the terms of funding approved in the loan application. Use of the Card will not incur any fees beyond those agreed in the terms of the loan. To complete certain purchases, a merchant may require you to present a government-issued form of identification. If you return merchandise originally purchased with a Card, any refund will either be issued back onto the same Virtual Account if it is still active, or will be refunded to the lender to reduce or cancel the outstanding loan. In the case where the Virtual Account is no longer active, the refund may be made onto a new Virtual Account selected by Jifiti. Any merchandise purchased with a Virtual Account is subject to the applicable store policies and neither Jifiti nor the lender shall be responsible for the

quality of the products or services purchased. Purchases will be deducted from the original amount of the Virtual Account or Card or from the credit limit – approved and granted for your Account until the value reaches zero. Virtual Accounts are void if resold or bartered. By using the Virtual Account, you agree that the laws of the State of Ohio, without regard to principles of conflict of laws, will govern this Agreement.

By choosing to upload the Card to a digital wallet, you will be subject to the rules and restrictions relating to the use of that wallet as set by the wallet provider, including any restrictions with respect to which retailers or merchants will accept payment using the digital wallet. You agree to protect and keep confidential your user ID, passwords and all other login authentication information required for your use of a Card in a digital wallet. If you share any of these credentials with others, third parties may be able to use your Card through a wallet and access Card information made available through the wallet. No refund or credit will be provided due to non-acceptance, failure, malfunction or inability to use a digital wallet. Neither Jifiti.com nor the participating lenders will be responsible for the failure to use a wallet and any complaints or issues relating to performance of the wallet will be governed by your agreement with your wallet provider and should be addressed to the wallet provider.

Card Expiry

For security reasons, where a Card is immediately offered to you, it will be valid for at least 24 hours and in accordance with each retailer's refund policy and each participating lender's expiration policy or drawdown period. If your Card has been expired or your account closed, it may be possible to retrieve another card from the designated area on the lender's or retailer's sites.

Lost or

Stolen Cards; Unauthorized Use of Cards or Wallets

The risk of loss and title for Cards pass to you upon our electronic transmission of the Cards. You are responsible for safeguarding your Card and wallet from unauthorized use. We are not responsible if any Cards are lost, stolen, destroyed or used without your permission. Jifiti is not responsible for, and assumes no liability to you for, any unlawful conduct or fraud by any third party associated with any Cards including any security breaches or unauthorized access to your Account or digital wallet.

Refunds and Cancellation

If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Virtual Account for such refunds in accordance with the refund policy of the relevant merchant. Neither the lender nor Jifiti are responsible for the delivery, quality, safety, legality or any other aspects of goods or services you purchase with the Card. All such disputes must be addressed and handled directly with the merchant.

If you wish to cancel your Card after a refund has been made (if such refund constitutes the full balance of the loan at the time), please contact the participating lender which has originated your loan to cancel or terminate your loan, or line of credit, whichever is applicable.

By using a Card received through Jifiti.com you agree to comply with these terms and conditions, and not to use a Card in any manner that is unlawful, misleading, deceptive, unfair, or otherwise harmful to Jifiti.com, its partners, or its customers or to the lenders. We reserve the right, without notice to you, to void Card without a refund, suspend or terminate the ability to use our services, cancel or limit orders, and bill alternative forms of payment if we suspect that a Card is obtained or used fraudulently, unlawfully, or otherwise in violation of these terms and conditions.

You understand and acknowledge that, in order to access and retain a Card, you may need one or more of the following:

- A computer or a mobile device with an internet connection.

- A current web browser that includes 128-bit encryption with cookies enabled.

- A valid email address.

- A valid mobile phone number with a carrier plan.

7. Retailers and Third-Parties

JIFITI PRODUCTS allows users to use its Cards as means of payment for a purchase on affiliated retailers' sites or stores. The controlling price of the items posted, including misquotations or price fluctuations, shall be that as determined by the retailer at the time of fulfillment. Pictures of items may differ from the actual product or its description. Items on the list may be out of stock at the time of actual redemption. Jifiti.com, Inc. is not responsible for verifying the accuracy of each product's details. You must contact the individual retailer to resolve any issues you have with respect to the goods and services you ordered or purchased from the individual retailer, including, without limitation, any issues relating to shipping and delivery, product warranty, product return, and the terms of any agreements you entered into with the individual retailer in connection with your order or purchase.

The JIFITI PRODUCTS, Service, Software and Methodologies are in certain cases linked to and interface with the websites, software and methodologies of other parties, such as but not limited to retailers and participating lenders. Jifiti.Com Inc. has no responsibility whatsoever with regard to the same. Logos and trademarks shown on JIFITI PRODUCTS appear only to assist users and illustrate locations where JIFITI PRODUCTS may be used. The use of the logos that are trademarks or copyrighted work of other entities are never intended to suggest that JIFITI owns the trademarks or that the owner of the logo is obligated to JIFITI or its users. Users of the JIFITI PRODUCTS, Service, Software or Methodologies must review the Terms and Conditions of Use (or similar title) of each of the relevant third-parties before making any transactions with or related to any of such third-parties.

Jifiti.Com Inc. is not in any way responsible for the loan terms offered by our participating lenders or accepted by you, including, without limitation, the annual percentage rate, promotional terms if applicable, repayment options, and related fees. You must contact the participating lender to resolve any issues you have with respect to the loan terms, including, without limitation, any issues relating to annual percentage rates, promotional terms, repayment of your loan, related fees, and the terms of any agreements you entered into with the participating lender in connection with your order or purchase.

8. Indemnification

As a user of the JIFITI PRODUCTS, Service, Software or Methodologies you agree to indemnify, defend, and hold Jifiti.Com Inc., its affiliates, officers, directors, owners, agents, information providers, licensors, and licensees (the “Indemnified Parties”) harmless from and against any and all liabilities and costs (including reasonable attorney’s fees) incurred by any of the Indemnified Parties in connection with any claim arising out of any breach by you of these terms and conditions. You shall use your best efforts to cooperate with an Indemnified Party in the defense of any claim. The Indemnified Parties reserve the right, at our own expense, to assume the exclusive defense and control of any matter, even if the same is subject to indemnification by you.

Jifiti.com Inc. does not approve or control any third party website or application and we are not responsible or in any way liable for their content. If you use such websites or applications from any third party, the terms and conditions for those websites or applications will apply to you.

9. Limitation on Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL JIFITI.COM INC. BE LIABLE FOR ANY PERSONAL INJURY OR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION UNDER ANY LEGAL THEORY, THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE JIFITI PRODUCTS, SERVICE SOFTWARE OR METHODOLOGIES EVEN IF JIFITI.COM INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ABOVE LIMITATION OR EXCLUSION WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL JIFITI.COM INC.’S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION OF ANY TYPE EXCEED THE AMOUNT PAID FOR USE OF THE JIFITI PRODUCTS, SOFTWARE AND METHODOLOGIES, OR \$50, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IF A USER OF THE JIFITI PRODUCTS, SERVICE, SOFTWARE OR METHODOLOGY IS DISSATISFIED IN ANY WAY WITH ANY PORTION OF THE SAME, OR WITH THE PURCHASE OF PRODUCTS FROM A RETAILER AFFILIATED WITH THE JIFITI PRODUCTS, OR WITH ANY OF THESE TERMS AND CONDITIONS OF USE, OR THERE IS ANY CONCERN THAT ANY USE OF THE SITE, SERVICE, SOFTWARE OR METHODOLOGY MAY CAUSE DAMAGE OF ANY TYPE, THEN THE USE OF THE SITE, SERVICE, SOFTWARE AND METHODOLOGY SHOULD IMMEDIATELY BE DISCONTINUED.

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. Termination

Jifiti.Com, Inc. reserves the right, in its sole discretion, to prevent or terminate any person’s access to any or all of the JIFITI PRODUCTS, Service, Software or Methodologies, the related services or any portion or any of the above at any time, without notice.

11. Electronic Communication Agreement

By checking the “Check Eligibility” button you consent and agree that:

Jifiti.com Inc. and its participating lenders can provide all communications, payment information, terms, disclosures required by law and other information (collectively, “Communications”) to you electronically, including via any Jifiti.com Inc. site, your mobile phone, or the email address(es) that you provided to us.

You are providing your consent to receive electronic communications pursuant to the Electronic Signatures in Global and National Commerce Act and our intent is that the statute applies to the fullest extent possible.

You are providing your electronic signature on agreements and documents, which has the same effect as if you signed them in ink.

You will access and retain any Communication received from us and our participating lenders.

This consent applies to this transaction, and to all future Communications from Jifiti.com Inc. and its participating lenders, unless you have opted-out from receiving electronic communications by the procedure outlined below in “Opting Out of Electronic Communications”.

You may request paper copies of any legal disclosures or other Communications by writing to us within 180 days of the date of such disclosure or Communication at “Customer Service, Jifiti.com Inc., 1985 West Henderson Road, Columbus, OH 43220” A fee of \$5USD will apply for each paper copy request on a per document basis.

You understand and acknowledge that, in order to access and retain Communications, you will need some or all of the following:

- A computer or a mobile device with an internet connection.

- A current web browser that includes 128-bit encryption with cookies enabled.

- A valid email address.

- Sufficient storage space to save past Communications or a means to print them.

Opting Out of Electronic Communications

If you’d like to opt out from receiving Communications electronically, you may contact us in writing at “Customer Service, Jifiti.com Inc., 1985 West Henderson Road, Columbus, OH 43220”. If you opt out from receiving Communications electronically, Jifiti.com Inc. may prohibit you from using the JIFITI PRODUCTS or Service.

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. Entire Agreement

These terms shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any principles of conflicts of law. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. Jifiti.Com Inc., its participating lenders, and/or any retailer affiliated with the JIFITI PRODUCTS, Service, Software or Methodologies may require that a dispute between any person and Jifiti.Com Inc. or such third-party shall be resolved by binding arbitration in the State of Ohio under the rules of the American Arbitration Association or similarly recognized institution. Nothing herein shall prevent Jifiti.Com Inc. or

any such third-party from taking legal action as it deems appropriate in its discretion against any person in any jurisdiction. This is the entire agreement between users and Jifiti.Com Inc. relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

13. Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND JIFITI.COM INC. AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND JIFITI.COM INC. AGREE OTHERWISE, THE ARBITRATOR (IF APPLICABLE) MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. THE ARBITRATOR (IF APPLICABLE) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIMS). ANY RELIEF AWARDED CANNOT AFFECT OTHER JIFITI.COM INC. USERS.

14. Jury Waiver

IF FOR ANY REASON A DISPUTE OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE RELATIONSHIP BETWEEN YOU AND JIFITI.COM INC. PROCEEDS IN COURT RATHER THAN IN ARBITRATION, YOU AND JIFITI.COM INC. EACH WAIVE ANY RIGHT TO A JURY TRIAL TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

15. Assignment

You may not transfer or assign any rights or obligations you have under these Terms without Jifiti.com Inc.'s prior written consent. Jifiti.com Inc. reserves the right to transfer or assign these Terms or any right or obligation under these Terms at any time.

* * *

Annex – Open source license

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This software uses the open source SFHFKeychainUtils library, which is available from <https://github.com/ldandersen/scifihifi-iphone/tree/master/security>

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