



Last updated June 24, 2020

Cray Pay, Inc. (“Cray Pay,” “we” or “us”) makes payment for products purchased, from both local and national vendors, available through our website and mobile application. Your payment for the purchase of any product sold by one of our vendors is governed by these Terms of Sale (“Terms”). Your purchase of a product by purchase of a Vendor’s gift card, described in Section 1 below, is governed by the applicable terms and conditions of that gift card and these Terms will cease to apply at the time of such purchase. Your use of the Cray Pay website and/or mobile application is governed by our Terms of Service [see <https://CrayPay.com/policy>].

These Terms are a legal agreement between you (“you,” or “your”) and Cray Pay. By utilizing Cray Pay for payment and/or clicking to “Accept” these Terms where that option is made available to you, you agree to be bound by these Terms. If you do not agree to these Terms, do not make any purchases from Cray Pay.

Cray Pay 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 or mobile applications and updating the “Last Updated” date at the top of these Terms. We encourage you to review these Terms each time you make a purchase from Cray Pay to ensure you understand the terms and conditions that apply to such purchase. Your continued use of Cray Pay products indicates your acceptance of any changes to the Terms.

1. Payment for purchases using Cray Pay

- **Vendor Gift Cards.** We offer a variety of digital gift cards and/or digital gift codes (collectively, “Vendor Gift Cards”) for purchase purchased via our website or mobile application are issued and activated by participating third-party merchants, retailers and vendors (collectively “Vendors”) via our website or mobile application which are then used to pay for products offered by the Vendors. To accomplish this a Cray Pay Gift Card is purchased using a combination of your credit or debit cards. Registering with Cray Pay automatically results in Cray Pay Points (“Cray Pay Points”) being award and posted to your account which determines your beginning (“Cray Pay Reward Level”). Additional Cray Pay Points accumulated as described in the Terms of Service will also be applied to determine your Cray Pay Award Level. The amount debited from the Users credit or debit card will be determined by (1) applying the current Cray Pay Reward Level and (2) the Cray Pay Merchant Tier (“Cray Pay Merchant Tier”) of the Merchant. Merchant Tier Levels are established by Cray Pay in its sole discretion. When using the Cray pay website or mobile application you User will select the Merchant and enter the purchase price of the item you wish to purchase, including tax. The amount to be charged to your credit or debit card will be calculated using the above factors and be displayed. You will have the option to review the transaction prior to submission. Once purchased, the Cray Pay Card will automatically be exchanged for the Vendors Gift Card in the full amount of your purchase from the Vendor. Evidence of the Vendors Gift Card will be displayed on your screen as either a barcode or a numerical code. Showing the barcode or numerical code to the Vendor will allow the Vendor to complete the transaction.

Cray Pay accepts various forms of payment, including credit or debit cards (each, a “Payment Card”). All Vendor Gift Cards are subject to availability and we reserve the right to impose quantity limits on any order, to reject all or any part of an order and to discontinue products without notice, even if you have already placed your order. All prices are subject to change without notice and the price charged to you will be the price displayed at the time you place your order.

After purchasing a Vendor’s Gift Card, these Terms will no longer apply and you (or the recipient of the Vendors Gift Card) must utilize the Vendors Gift Card by following the instructions provided by the Vendor.



Activated Vendor Gift Cards may be available within seconds; however, additional time may be required for certain activations. If your Gift Card has not been activated within 30 seconds, please contact us at support@CrayPay.com.

- **Vendor Gift Card Terms and Liability.** Vendor Gift Cards purchased via our website or mobile application are issued and activated by participating third-party merchants, retailers and vendors (collectively “Vendors”). Your purchase of each Gift Card will be governed by certain terms and conditions established by the issuing Vendor. Depending on the applicable law of your jurisdiction and the promotional nature of certain Gift Cards, Vendors may set expiration dates for such Gift Cards, in addition to other restrictions and requirements. You should review and familiarize yourself with all applicable Vendor terms and conditions prior to purchasing any Gift Card. If you have questions regarding the applicable Vendor terms, please contact the issuing Vendor.

As issuers of the Vendor Gift Cards, Vendors (and not Cray Pay) are fully responsible for all aspects of the Vendor’s Gift Card programs. Vendors are also responsible for any and all liabilities, damages and costs suffered by you or any other customer in connection with your purchase and use of their Vendor Gift Card. While Cray Pay strives to work with reputable Vendors, Cray Pay has no liability for (i) the sale of products or services to you by a Vendor through the use of any Vendor Gift Card; and (ii) any Vendor’s failure to honor a Vendor’s Gift Card. You will need to look solely to the Vendor for any remedy in connection with the foregoing issues.

- **Gift Card Errors.** We attempt to be as accurate as possible and to eliminate errors on the products that we sale; however, Cray Pay 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 confirmation, 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) or to cancel the order and refund any amount charged.

2. Disclaimers

- In addition to the disclaimers, limits on liability and indemnification obligations set forth in the Terms of Service, which apply to these Terms and are incorporated herein by this reference, you waive and release Cray Pay and its subsidiaries, affiliates, partners, officers, directors, employees and agents from any liabilities, damages and costs arising from or related to (i) your loss or the theft of any Cray Pay product (including Gift Cards); and (ii) any act or omission of a Vendor in connection with a Gift Card it provides.
- With respect to the Cray Pay products, risk of loss and title for such products pass to you when you complete your purchase of the applicable product. Cray Pay is not responsible for any damage or loss resulting from stolen or lost Cray Pay product (including Gift Cards) or any use of your Cray Pay product (including Gift Cards) without your permission. Cray Pay is not responsible for replacing your damaged or lost Cray Pay product or Gift Card.
- Cray Pay and its licensees, affiliates, and licensors make no warranties, express or implied, with respect to the Cray Pay products, including without limitation, any express or implied warranty of merchantability or fitness for a particular purpose.

These disclaimers and limitations may or may not apply to you and are void where prohibited.

3. Payment Options

When making a purchase on the website or a mobile application, Cray Pay accepts various forms of payment, including by credit and debit cards. Unless otherwise indicated, the denominated value of the Cray Pay product (including Gift Card) will be billed in full at the time you purchase, and Cray Pay provides, the Cray Pay Gift Card. By making the purchase, you acknowledge that you are authorized to use the designated Payment Card or other payment method and you authorize us to charge your purchase order to that Payment Card or other payment method. When you provide your payment information, you authorize us (or a third party payment processor) to



process and store your payment and related information. In the event that the Payment Card or other payment method you designate cannot be verified, is invalid or is not otherwise acceptable, we may suspend or cancel your order automatically. Payment Card processing fees may apply even if the Payment Card has expired or changed by the time Cray Pay submits the charges. You are responsible for resolving any problem we encounter in order to proceed with your order.

4. Taxes

With respect to the Gift Cards that you purchase through the website or mobile application, the amount paid for any Gift Card does not include sales, value added or use taxes, which may be charged to you separately by the applicable Vendor at the time you purchase products or services from the Vendor using the Gift Card.

You may not purchase, combine or transfer Cray Pay Rewards with other Users or any other person, and any attempt to do so may result in disqualification from the Program and forfeiture of all Rewards in your Reward Account.

6. Cancellations; No Returns

All purchases made on the websites or mobile applications are final. Purchased Gift Cards are non-returnable and non-refundable, provided, however, that if a Gift Card does not function, we may, in our sole discretion, either refund you the Gift Card purchase amount or replace the defective Gift Card with an alternative Gift Card or with products or services of equal value for the same Gift Card Vendor. If you have any questions or problems with your order, please contact support@CrayPay.com.

7. Excluded Users and Territories

You are not permitted to make purchases from Cray Pay if you are (i) located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services; (ii) identified as a "Specially Designated National"; or (iii) placed on the U.S. Department of Commerce's "Denied Persons List or Entity List" or any other U.S. export control list.

8. Privacy

Please refer to our Privacy Policy for information about how we collect, use and disclose information and data [see <http://www.CrayPay.com/policies>].

9. Severability

If any provision of these Terms shall be deemed 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.

10. Waiver

Enforcement of the Terms is solely in our discretion and our failure to enforce a provision in some instances does not constitute a waiver of our right to enforce such provision in other instances.

11. Contact Us

If you have any questions or concerns regarding these Terms or the Cray Pay products, please contact us at: support@CrayPay.com.