

TERMS AND CONDITIONS FOR PARTNERS

Last Updated: January 30, 2026

These Terms and Conditions for Partners (these “**Terms and Conditions**”) are integrated into the Order Form executed between Celebration Wishes, Inc. (“**Celebration Wishes**”) and the Partner listed therein (the “**Order Form**”). These Terms and Conditions, together with the Order Form, and the descriptions of the Services found at www.celebrationwishes.com/navigation/partner-terms-and-details or as otherwise provided, in writing, to Partner by Celebration Wishes (the “**Service Descriptions**”) are collectively referred to herein as this “**Agreement**”. This Agreement is effective as of the date of the Order Form (“**Effective Date**”). Each of Celebration Wishes and the Partner are a “**Party**” and together the “**Parties**”.

SECTION 1. SERVICES AND LICENSE

- 1.1. Services. The Partner has ordered the Services as set forth on the Order Form into which these Terms and Conditions are integrated. Any order for the Services made pursuant to an Order Form is subject to the terms of this Agreement. In the event of any conflict or inconsistency between these Terms and Conditions and the Order Form, the applicable Order Form controls and governs over these Terms and Conditions, to the extent necessary to resolve the particular conflict or inconsistency only. Celebration Wishes will provide the Services set forth in the Order Form during the applicable Term. Celebration Wishes may, in its sole discretion, (i) discontinue the Services, or (ii) modify the features or functionality of the Services pursuant to Section 11.
- 1.2. License
 - a) *Grant of License*. Celebration Wishes hereby grants to the Partner a non-exclusive, non-transferable, non-sublicensable, limited license (i) to use, solely through the Authorized Users, the Platform solely for the purpose of using the Services for Partner’s business purposes and for any other purpose contemplated in the applicable Documentation; (ii) to use the Documentation as necessary to use the Platform as permitted; and (iii) to provide access to the Platform to End Users, such as End User Hosts and Gift Givers, through the Enterprise Site (collectively, the “License”). It is understood that (i) Authorized Users will need to accept these Terms and Conditions; and (ii) End Users, such as End User Hosts and Gift Givers, will need to accept the Terms of Service. The Partner will update the name of the Authorized Representative upon any change thereof.
 - b) *Restrictions*. The Partner shall not, and the Partner shall require the Authorized Users not to, directly or indirectly: (a) create, upload, download, use or modify any of the information which they are permitted to view through the Platform, except in connection with, and within the scope of, the Approved Use and as otherwise necessary to upload content and maintain the Enterprise Site in accordance with the Documentation; (b) use (including make any copies of) the Platform or Documentation beyond the scope of the License; (c) provide any other person other than Authorized Users, including any subcontractor, independent contractor, Related Entity, or service provider of the Partner or End User Host, with access to or use of the Platform or Documentation; (d) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Platform or Documentation or any part thereof; (e) combine the Platform or any part thereof with, or incorporate the Platform or any part thereof in, any other software; (f) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to, or convert into a human perceivable format, the source code of the Platform or any part thereof; (g)

remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Platform or the Documentation, including any copy thereof; (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Platform or any features or functionality of the Platform, to any third party for any reason, including without limitation for third party training except as provided herein, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network, virtual private network, virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Platform in violation of any federal, state, or local law, regulation or rule; or (j) use the Platform for purposes of competitive analysis of the Platform, the development of competing software products or services or any other purpose that is to the commercial disadvantage of Celebration Wishes. Without limiting the foregoing, the Partner agrees that the Platform will only be used in accordance with the provisions of this Agreement and solely for the Approved Use. The Partner understands that in the event of any breach of the foregoing restrictions or of this Agreement by an Authorized User, Celebration Wishes may immediately, without notice, terminate such Authorized User's use of the Platform.

- c) *Authorized Users*. Celebration Wishes will grant access credentials to that number and level of Authorized Users as listed on the Order Form, such access levels as described in the Service Descriptions.

SECTION 2. FINANCIAL TERMS

- 1.1. General. As consideration for the Services provided by Celebration Wishes to Partner, Partner shall pay the amounts specified in this SECTION 2.
- 1.2. Minimum Platform Contribution. In each twelve (12)-month period following the Effective Date, the aggregate amount of Gift Funds contributed by Gift Givers through the Enterprise Site must equal or exceed the minimum contribution as indicated on the Order Form (the "**Minimum Platform Contribution**"). If the Minimum Platform Contribution is not met in any twelve (12)-month period, Partner will pay the shortfall within thirty (30) days of receiving an invoice for such amount from Celebration Wishes. If no Minimum Platform Contribution is specified in the Order Form, then the Minimum Platform Contribution shall be two thousand five hundred dollars (\$2,500).
- 1.3. Flat Fees. In addition to the Minimum Platform Contribution, the Partner shall pay Celebration Wishes the fees set forth on the Order Form, if any. Unless otherwise provided in this Agreement or in an Order Form, all such fees are due prior to the commencement of the associated Services.
- 1.4. Late Fees. If Partner fails to pay any amount due under this Agreement, Celebration Wishes will charge a late fee of twenty-five dollars (\$25.00) and a service charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum permitted by law on such unpaid amounts.
- 1.5. Commission. After meeting the Minimum Platform Contribution, Celebration Wishes shall pay to Partner certain amounts of commission as set forth in the Service Descriptions. Celebration Wishes will set off amounts payable pursuant to this Section 2.5 against amounts payable by Partner pursuant to this Agreement.
- 1.6. Gift Funds Remittance. Celebration Wishes will allow End User Hosts to redeem Gift Funds solicited through the Partner's Enterprise Site in those methods as described in the Service Descriptions. At the request of Celebration Wishes, the Partner shall send Celebration Wishes a receipt showing that the Gift Funds have been applied to the accommodation, excursion and/or

on-property account, as applicable. Celebration Wishes will train, and the Partner will make available for such training, the Authorized Representative and one (1) other person on the Gift Fund remittance process described in this Section 2.6. All amounts remitted to End User Hosts pursuant to this Section 2.6 will be subject to deductions as described in the Terms of Service.

- 1.7. Taxes. All amounts payable hereunder are exclusive of all taxes, levies, or duties imposed by taxing authorities, and the Partner shall be responsible for payment of all such taxes, levies, or duties. The Partner is responsible for the reporting and payment of all sales taxes. If sales taxes are applicable, the Partner will collect sales tax and remit the appropriate sales tax to the respective state(s). Each Party will be separately responsible for the proper reporting and payment of all taxes applicable to such Party.
- 1.8. Custom Financial Plan. Notwithstanding the foregoing, Celebration Wishes and Partner may enter into a custom financial plan (a “**Custom Financial Plan**”), the terms of which supersede any terms of this Section 2 that may conflict therewith. Any Custom Financial Plan must be set forth in writing and signed by Celebration Wishes and the Partner.

SECTION 3. The Enterprise Site.

- 2.1. Design and Development; Content. Partner will, at its own expense, use the Platform to generate, maintain, modify and update, in each case within the limits of the Platform, a website that displays Partner’s name and logo, images and certain other Content and a conspicuous statement that the website is “Powered by Celebration Wishes” (the “**Enterprise Site**”). Notwithstanding the foregoing, Celebration Wishes has the right, exercisable in its sole discretion, to remove, or demand that the Partner remove, Content that Celebration Wishes deems inappropriate. Each Party shall promptly inform the other of any information related to the Enterprise Site, including, but not limited to, the Content thereof, which the Party knows or reasonably should know could reasonably lead to a claim, demand or liability of or against a Party hereto and/or its Related Entity by any third party. If counsel to either Party reasonably believes that any Content appearing on the Enterprise Site could reasonably lead to a claim, demand or liability of that Party, that Party may request immediate removal of such Content from the Enterprise Site, whereupon Celebration Wishes shall implement such removal within one (1) business day of receipt of written request therefore. Celebration Wishes may, for an additional fee, agree with Partner to apply upgrades, enhancements or customizations to the Enterprise Site and any such Services shall be set out on an Order Form.
- 2.2. Access; Hosting; Hosting Standards. Celebration Wishes will host the Enterprise Site on a Celebration Wishes server. Celebration Wishes shall use commercially reasonable efforts to operate the Enterprise Site on a continuous basis, 24 hours per day, seven (7) days per week, including holidays, subject to planned downtime as necessary to maintain, update and upgrade the Platform. Celebration Wishes shall use commercially reasonable efforts to prevent unauthorized access to the physical location of the computers on which the Enterprise Site is established, and use such commercially reasonable efforts to prevent unauthorized electronic access to restricted areas of the Enterprise Site and any databases or other sensitive material generated from or used in conjunction with the Enterprise Site.
- 2.3. Travel Booking Services. Upon request of any End Users, including through the Platform or Enterprise Site, Celebration Wishes shall provide travel booking and other travel-related services directly to the End User. Such services shall be subject to Celebration Wishes’ End User Term of Service and Celebration Wishes’ then current Privacy Policy, found at <https://www.celebrationwishes.com/privacy-policy>.

SECTION 4. MARKETING SERVICES

The terms and conditions contained in this Section 4 are applicable only if a Partner has selected any Services related to marketing (“**Marketing Services**”) on the Order Form.

- 3.1. Marketing Fees. In consideration for the Marketing Services provided by Celebration Wishes, the Partner shall pay Celebration Wishes the fees for such Marketing Services as set forth on the Order Form (the “**Marketing Fees**”). Unless otherwise stated in the Order Form, Marketing Fees shall be due and payable within thirty (30) days of Partner’s receipt of an invoice from Celebration Wishes.
- 3.2. Partner Approval. Prior to their public release, Celebration Wishes shall submit to Partner for consultation and approval the Deliverables described in the Order Form(s) and Service Descriptions. Within five (5) business days after receiving a submission and request for approval from Celebration Wishes, Partner shall provide Celebration Wishes with written notice approving or disapproving the Deliverables submitted. If the Partner does not deliver written approval within such five (5) business days, the submission will be deemed approved. If Partner gives timely written notice of disapproval of any Deliverables, Celebration Wishes shall perform revisions, reasonable in scope, to such Deliverables *provided that* Celebration Wishes shall not be required to perform more than two (2) rounds of revisions to any Deliverable. The Deliverables shall not be publicly released without Partner approval which may be withheld in Partner’s sole and absolute discretion. A Deliverable released, in whole or in part, solely for the purpose of testing and optimization is not considered a public release and does not require written approval from Partner. Partner will be responsible to pay the Marketing Fees whether or not the Deliverable is approved by Partner or publicly released.
- 3.3. Ownership of Deliverables; License. Celebration Wishes hereby grants Partner, during the Term, a limited, non-transferable, non-sublicensable, worldwide license to use, perform, display, reproduce, distribute, transmit, make, have made, and otherwise exploit the Deliverables solely to the extent reasonably required in connection with Partner’s receipt or use of the Services. For the avoidance of doubt, Partner shall not (a) modify the Deliverables once the Deliverables have been publicly released or (b) use the Deliverables other than in connection with the Services.

SECTION 5. The Partner’s Obligations.

- 4.1. Link Placement. Partner agrees and acknowledges that the effectiveness of the Services are highly depending on Partner’s placement of hyperlinks to the Enterprise Site (“**Links**”) in certain locations on websites owned or controlled by Partner. Celebration Wishes will advise Partner on optimal placement of Links in accordance with Celebration Wishes’ policies and best practices, and, in accordance with such advice, Partner and Celebration Wishes will mutually agree on such Link placement. Celebration Wishes may propose updated Link placements to Partner at any time. If Partner and Celebration Wishes fail to agree upon placement of Links or Partner fails to maintain the Links in the agreed locations, Celebration Wishes has the right to charge a policy non-compliance fee not exceeding five percent (5%) of the aggregate annual amount that Partner pays for Services pursuant to the Order Form, as calculated without reference to any Commission that Partner may receive.
- 4.2. Unauthorized Use. The Partner is responsible for any and all activities that occur through the use of Authorized User credentials, whether or not performed by an Authorized User or authorized by the Partner. The Partner will notify each of the Authorized Users that they must: (i) not provide access to the account or to disclose their account credentials to any third party; (ii)

promptly notify Celebration Wishes of any unauthorized use of any account credentials of which they become aware (whether their own credentials, or that of another Authorized User), and (iii) ensure that they exit from the account at the end of each session.

- 4.3. Audits. the Partner shall permit Celebration Wishes to conduct audits at the Partner's premises to ascertain whether the Partner's and its Authorized Users' use of the Services complies with the terms of this Agreement at any time, without notice.
- 4.4. Partner Offerings. The Partner shall be solely responsible for support to End User Hosts regarding the Partner Offerings and for maintaining primary communications with End User Hosts regarding such Partner Offerings. The Partner shall promptly respond to all End User Host inquiries regarding the Partner Offerings.
- 4.5. Network. Partner is responsible for obtaining and maintaining all computer hardware, software, communications equipment and communications network services needed to access the Services, and for paying all third-party access charges (e.g., ISP, telecommunications) incurred while using the Services.
- 4.6. Partner Offering Pricing. The Partner will provide, and update as necessary, accurate pricing information for Partner Offerings displayed on the Enterprise Site. The Partner will honor such listed prices for at least one (1) year after the Gift Funds have been disbursed to an End User Host. Partner shall be directly responsible to an End User Host, and will indemnify Celebration Wishes pursuant to Section 10.1, for any failure to comply with this Section 5.6.
- 4.7. Refunds. The Terms of Service control refunds to End User Hosts and Gift Givers prior to remittance of Gift Funds to the End User Host. If the Gift Funds have been applied by an End User Host to a Partner's Offering or any other service or product offered by Partner, the Partner will be responsible for handling any refund or cancellation requests. Partner shall be directly responsible to an End User Host, and will indemnify Celebration Wishes pursuant to Section 10.1, for any failure to comply with this Section 5.7.
- 4.8. Data Protection.
 - a) In connection with this Agreement and the Services, and at the direction of the relevant data subject, Celebration Wishes may provide Partner with, or may otherwise grant Partner access to, certain personal information of End User Hosts and Gift Givers as required to enable Partner to allow for the redemption, return, or other such management of Gift Funds. Partner agrees to comply with all applicable laws, including laws relating to data privacy and security, and to collect any necessary consents or authorization related to its processing of such personal information. Partner shall be directly responsible to an End User Host or Gift Giver, and will indemnify Celebration Wishes pursuant to Section 10.1, for any failure to comply with this Section 5.8.
 - b) In the event that there are any changes in the Services or applicable laws (including data protection laws), regulations, guidance, or decisions from regulatory authorities, courts, or other competent bodies that, in the sole opinion of Celebration Wishes, render the transfer, access, or processing of personal information under this Agreement unlawful or create a material risk of non-compliance, Celebration Wishes reserves the right to immediately suspend or terminate the provision or transfer of such personal information to Partner. Celebration Wishes shall provide written notice of such suspension or termination, and Partner agrees to promptly comply with any instructions regarding the return, destruction, or secure handling of personal information as a result of such suspension or termination. Celebration Wishes shall not be liable for any damages or claims arising from such suspension or termination.

SECTION 6. Limited Warranty and Disclaimer.

5.1. Limited Warranties.

- a) Celebration Wishes represents and warrants that (i) it has validly entered into the Agreement and has the legal power to do so; and (ii) it has no obligations to any third party that shall in any way limit or restrict its ability to perform its obligations under the Agreement.
- b) Celebration Wishes represents and warrants that the Services will be provided in a workmanlike manner and with professional diligence and skill. The Services will perform substantially and materially in accordance with the functions described in the Documentation under normal use and circumstances by Partners of the Services, in accordance with this Agreement and the Documentation. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, FOR ANY BREACH OF THIS SECTION 6.1(b), PARTNER'S SOLE AND EXCLUSIVE REMEDY AND CELEBRATION WISHES' SOLE AND EXCLUSIVE LIABILITY SHALL BE THE REPERFORMANCE OF THE SERVICES, OR IF CELEBRATION WISHES IS UNABLE TO PERFORM THE SERVICES AS WARRANTED, PARTNER SHALL BE ENTITLED TO RECOVER THE FEE PAID TO CELEBRATION WISHES FOR THE NON-CONFORMING SERVICES.
- c) Celebration Wishes represents and warrants that (a) the Platform does not infringe the intellectual property rights of any third party; (b) it has no obligations to any third party that shall in any way limit or restrict its ability to license and deploy the Platform hereunder in the manner provided herein; and (c) as of the Effective Date, there are no pending or, to its knowledge, threatened legal claims arising with respect to the Platform, including any intellectual property rights therein. The terms of Section 10.3 apply to recovery pursuant to this Section 6.1.
- d) Partner represents and warrants that (a) it has validly entered into this Agreement and has the legal power to do so; (b) it has no obligations to any third party that shall in any way limit or restrict its ability to perform its obligations under the Agreement; (c) it shall use the Services, strictly in compliance with all applicable laws, rules and regulations; and (d) as of the Effective Date, there are no pending or, to its knowledge, threatened legal claims arising with respect to the Partner Offerings, including any intellectual property rights therein or any claims for wrongful death, injury or property damage arising from its products or services, and (e) it has the right to provide, without any restriction, all of the Partner Offerings and it has no obligations to any third party that shall in any way limit or restrict its ability to offer or provide such Partner Offerings.

5.2. Disclaimers.

- a) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY (OR ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUPPLIERS OR LICENSORS) BE LIABLE TO THE OTHER, USERS, OR ANY THIRD PARTY CLAIMING THROUGH THE OTHER PARTY OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED (INCLUDING DAMAGES FOR LOST PROFITS OF ANY TYPE, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, INCREASED COSTS OF OPERATION, LITIGATION COSTS, AND THE LIKE), WHETHER BASED UPON A CLAIM OR ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IN CONNECTION WITH THE AGREEMENT, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- b) IN NO CASE SHALL EITHER PARTY'S MAXIMUM LIABILITY ARISING OUT OF THE AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED IN THE AGGREGATE, THE FEES PAID BY THE PARTNER TO CELEBRATION WISHES DURING THE SIX MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, THERE ARE NO LIMITATIONS OF LIABILITY FOR BREACH OF CONFIDENTIALITY, PARTNER'S BREACH OF ITS OBLIGATIONS UNDER SECTION 5.8, FRAUD, MISREPRESENTATION, OR GROSS NEGLIGENCE.
- c) EXCEPT FOR ACTIONS FOR BREACH OF CELEBRATION WISHES' PROPRIETARY RIGHTS, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.
- d) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS". NEITHER CELEBRATION WISHES NOR ITS RELATED ENTITIES, AGENTS OR SUPPLIERS MAKES ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SERVICES INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ALL OF THE FOREGOING WARRANTIES ARE EXPRESSLY DISCLAIMED BY CELEBRATION WISHES. CELEBRATION WISHES DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT DELAY, OR THAT THE SERVICE WILL BE ADEQUATE FOR THE PARTNER'S PURPOSES NOR DOES CELEBRATION WISHES MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICES.

SECTION 7. Confidentiality.

By virtue of this Agreement, each Party may obtain, learn, develop or have access to information that is confidential to the other ("**Confidential Information**"). "**Confidential Information**" shall include any information that the disclosing Party identifies or marks as confidential or proprietary at the time of disclosure, or that reasonably appears to be proprietary or confidential in nature because of legends or other markings, the circumstances of disclosure or the nature of the information itself. The terms of this Agreement shall be the Confidential Information of both Parties. The receiving Party shall protect the disclosing Party's Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as the receiving Party uses to protect its own Confidential Information of a like nature against unauthorized use, disclosure or publication. The confidentiality obligations set forth in this Section 7 do not apply to information that can be shown by the receiving Party's written records (i) is or becomes a part of the public domain through no act or omission of the receiving Party; (ii) was in the receiving Party's lawful possession prior to the disclosure and had not been obtained either directly or indirectly from the disclosing Party; (iii) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or (iv) is independently developed by the receiving Party without the use of or reference to the Confidential Information of the disclosing Party or other breach of this Agreement. The receiving Party may disclose Confidential Information of the disclosing Party if it is required by law to do so, following notice of such required disclosure (to the extent legally permitted) to the disclosing Party; at the disclosing Party's request and expense, receiving Party will provide reasonable assistance if

the disclosing Party wishes to contest the disclosure. The Parties agree that a breach of this Section 7 may result in irreparable and continuing damage to the non-breaching Party for which there may be no adequate remedy at law, and such Party is therefore entitled to seek injunctive relief as well as such other relief as may be appropriate, without the requirement of posting a bond. The Parties hereby acknowledge and agree that the provisions of this Section 7 shall survive the expiration or termination of this Agreement for any reason whatsoever.

SECTION 8. Term and Termination.

- 7.1. Term. The initial term of this Agreement will commence on the Effective Date and, unless otherwise specified on the Order Form, shall remain in force until the later of (i) the minimum term indicated the Order Form or (ii) the one (1) year anniversary of the Effective Date (the “**Initial Term**”), unless terminated in accordance with the terms of this Agreement. Thereafter, this Agreement shall automatically renew for successive terms of one (1) year each unless Partner provides no less than thirty (30) days prior written notice to Celebration Wishes (each such term being a “**Renewal Term**”; the Initial Term and all Renewal Terms, if any, may be referred to as the “**Term**”).
- 7.2. Termination.
- a) *Termination for Cause*. Either Party may terminate this Agreement effective immediately if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from the notifying Party specifying the breach in detail.
 - b) *Termination without Cause*. Celebration Wishes may elect to terminate this Agreement without cause at any time with ninety (90) days prior written notice to Partner and Celebration Wishes shall refund to Partner any pre-paid unused fees to Partner for the corresponding remaining portion of the Term within thirty (30) days from the effective date of such termination.
 - c) *Termination Prior to Update of Terms*. Partner may elect to terminate this Agreement if Celebration Wishes notifies Partner of its intent to update or amend the Terms and Conditions and/or the Service Descriptions pursuant to SECTION 10 and Partner does not agree to such updated or amended Terms and Conditions and/or the Service Descriptions. In the event of a termination pursuant to this Section 8.2(c), Celebration Wishes shall refund to Partner any pre-paid unused fees to Partner for the corresponding remaining portion of the Term within thirty (30) days from the effective date of such termination.
 - d) *Effect of Termination*. Termination pursuant to this Section 8.2 does not relieve Partner’s obligations to pay all fees and charges accrued prior to the effective date of termination. Termination of this Agreement by either Party shall immediately terminate any licenses granted to the Partner pursuant to this Agreement. Partner will promptly cease using the Services upon termination of this Agreement by either Party. Sections that by their nature survive expiration or termination or which are required to survive to give effect to their terms shall survive any expiration or termination of this Agreement.

SECTION 9. Ownership of Intellectual Property.

- 8.1. Background IP. Each Party owns and will continue to own its Intellectual Property that: (a) exists prior to the Effective Date of this Agreement; or (b) that is made, conceived, developed, invented, or discovered after the Effective Date of this Agreement but not during and directly in the course of performing the Services (“**Background IP**”). Neither Party has or will have any

right, title, or interest in the other Party's Background IP provided, however, Partner hereby grants to Celebration Wishes a limited, non-exclusive, non-transferable, revocable license to use Partner's Background IP solely to provide the Services.

- 8.2. Arising IP. Subject to a license, if any, expressly granted herein, Celebration Wishes is and will remain the owner of all right, title, and interest in and to Intellectual Property owned, or developed by, Celebration Wishes, including, but not limited to, the Platform, CW Tools and Documentation, Deliverables and all other inventions, discoveries, or improvements (whether or not patentable) and any copyrightable work which is made, conceived, developed, invented, or discovered during and directly in the course of performing the Services.
- 8.3. Feedback. Partner hereby grants Celebration Wishes a royalty-free, fully paid-up, irrevocable, perpetual, worldwide, right and license, with the right to sublicense through multiple tiers, to use any suggestions, enhancement requests, recommendations or other feedback provided by the Partner relating to the Services or any aspect of Celebration Wishes' business, for any purpose, including, but not limited to, modifying or enhancing the Services.

SECTION 10. Indemnification.

- 9.1. Partner shall indemnify and hold harmless Celebration Wishes, and its Related Entities, officers, directors, members, employees and agents against any and all liabilities, losses, damages, judgments, and awards (including reasonable attorneys' fees) arising out of third party claims (each a "**Claim**"), to the extent caused by (i) Partner's breach of this Agreement, (ii) Partner's use of the Platform, except to the extent such action is indemnifiable by Celebration Wishes as provided below; (iii) any transactions or disputes between Partner and End User Hosts, including, but not limited to, any amount due to an End User Host pursuant to Section 5.6 or Section 5.7, (iv) any claims that any of the Partner's Offerings, Content, name(s), logo(s), trademarks, and domain names infringe any third party intellectual property rights, (v) any claims for wrongful death, injury or property damage arising from Partner's Offerings or any other service or product offered by Partner; or (vi) Partner's negligent acts or omissions in performing its obligations under this Agreement.
- 9.2. Celebration Wishes shall indemnify and hold harmless Partner, and its Related Entities, officers, directors, employees and agents against any and all Claims, to the extent caused by (i) Celebration Wishes' breach of this Agreement, (ii) any claims that any of the Services infringe any third party intellectual property rights, and (iii) Celebration Wishes' negligent acts or omissions in performing its obligations under this Agreement. Partner must (a) promptly notify Celebration Wishes in writing after receipt of the Claim; (b) grant Celebration Wishes sole control of the defense and settlement of the Claim; and (c) provide Celebration Wishes, at Celebration Wishes' expense, with all reasonable assistance, information and authority reasonably required for the defense and settlement of the Claim.
- 9.3. Notwithstanding the foregoing, with respect to a Claim related to infringement of any third party intellectual property rights arising under any clause of Section 10.2:
 - a) Celebration Wishes shall have no obligations pursuant to Section 10.2 if such infringement or unauthorized use arises from, or could have been avoided except for (1) Partner's modification of the Services or use thereof in a manner not contemplated by this Agreement, (2) the failure of Partner to use any corrections or modifications made available by Celebration Wishes, (3) Content or other information, materials, instructions or specifications provided by or on behalf of Partner, or (4) the use of the Services in combination with any product or data not provided, required or recommended by Celebration Wishes.

- b) If the Services are found by final, non-appealable order of a court of competent jurisdiction to be such an infringement or unauthorized use, Celebration Wishes, at its option and expense, shall have the right to (x) procure for Partner the continued use of such Services, (y) replace such Services with non-infringing services, or (z) modify such Services so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by Celebration Wishes, the replacement or modified Services are capable of performing substantially the same functions as set forth in the Documentation and this Agreement. The indemnification obligations set forth in this Section 10 are Celebration Wishes' sole and exclusive obligations, and Partner's sole and exclusive remedies, with respect to infringement or misappropriation of Intellectual Property of any kind.

SECTION 11. Amendments.

Celebration Wishes may update or amend these Terms and Conditions and the Service Descriptions. Notice of any changes will be given on our website, or by e-mail notification at least thirty (30) days in advance. By continuing to use the Services after the expiry of the thirty (30) day notice period Partner acknowledges its acceptance to be bound by the updated or amended Terms and Conditions and/or the Service Descriptions. If Partner does not wish to be bound by the updated or amended Terms and Conditions and/or the Service Descriptions, Partner should stop using the Services and terminate this Agreement in accordance with Section 8.2(c) before the changes take effect.

SECTION 12. Miscellaneous.

- 12.1. Partner agrees to comply fully with all relevant export laws and regulations of the United States. The Parties to the Agreement are independent contractors. The Parties are not agents or legal representatives of each other, and no relationship of principal to agent, employer to employee, or joint ventures is established hereby between the Parties. Notwithstanding the use of the term "Partner" in this Agreement, the Parties do not intend to create any legal relationship of partnership between them, and neither will assert to any third party or otherwise claim that such a legal relationship exists between them. Neither Party has the authority to bind the other or incur any obligation on its behalf. Nothing in the Agreement shall restrict Celebration Wishes' ability to provide services to any third parties, regardless of any potential conflict or competition between such third parties and Partner. This Agreement will be governed by, interpreted, and construed in accordance with the laws of the State of Nevada, without regard to its conflict of law principles. The Parties expressly disclaim applicability of the terms of the United Nations Convention of Contracts for the International Sale of Goods, and any legislation implementing such Convention will not apply to the Agreement nor to any dispute arising therefrom. Partner may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Celebration Wishes. This Agreement (which includes these Terms and Conditions, the Order Form and the Service Descriptions) constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous agreements or representations or warranties, written or oral, concerning the subject matter of the Agreement. No supplemental terms or conditions set forth in a request for services or purchase order shall be of any force or effect unless expressly agreed in a writing signed by both Parties. If one or more provisions of the Agreement are held to be unenforceable under applicable laws, such provisions will be modified to the minimum extent necessary to comply with applicable law and the intent of the Parties. The waiver by either Party of any default or breach of the Agreement will not constitute a waiver of any other or subsequent default or breach. This

Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Celebration Wishes shall not be in default under the Agreement by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, pandemic, hostilities, war, terrorist threat or attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or Partner's equipment, loss and destruction of property or any other circumstances or causes beyond the reasonable control of Celebration Wishes.

Glossary of Defined Terms

In addition to the terms defined in other Sections of this Agreement, the following definitions shall apply to this Agreement:

“Approved Use” means Partner's use of the Services to make Partner Offerings to End User Hosts, allow End User Hosts to solicit and receive Gift Funds from Gift Givers, and disburse those Gift Funds to the End User Hosts in order that the End User Hosts can purchase the Partner Offerings.

“Authorized Representative” means the individual listed under the heading “Authorized Representative” on the Order Form.

“Authorized User” means an individual employee, contractor (or contractor's personnel) or agent of the Partner identified and authorized by the Partner to use the Platform in accordance with the License granted under the Agreement.

“Content” means all text, pictures, sound, graphics, video, hyperlinks, and other data.

“CW Tools” means all software, code, development tools, concepts, techniques, methods, processes and routines, including, but not limited to, End User Hosts and Gift Giver facing tools such as guest management, invitations, registries, or wish lists, travel bookings and other travel-related services, used by Celebration Wishes in the development, deployment, hosting, maintenance and modification of the Platform and the Enterprise Site, as well as all enhancements, modifications and derivative works thereof.

“Deliverables” means all documents, work product and other materials that are prepared by Celebration Wishes in the course of performing Marketing Services.

“Documentation” means any supporting technical documentation provided to the Partner by Celebration Wishes with respect to the Platform.

“End User” means an individual who interacts with the Platform or otherwise creates an account with Celebration Wishes, including, but not limited to, through an Enterprise Site, which is subject to Celebration Wishes' End User Terms of Service. End Users include End User Hosts and Gift Givers.

“End User Host” means an individual who creates an account with or through Celebration Wishes, including, but not limited to, an individual who creates such account through an Enterprise Site, so that Gift Givers can purchase gifts and services on their behalf.

“Gift Funds” means monetary amounts contributes to an End User Host through such End User Host's Personal Site.

“**Gift Giver**” means any individual who contributes Gift Funds.

“**Intellectual Property**” means all intellectual property and proprietary rights, including (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent and invention disclosures, together with all provisionals, reissuances, continuations, continuations-in-part, divisions, revisions, extensions, and reexaminations thereof, (ii) all trademarks, service marks, trade dress, logos, slogans, brand names, trade names, domain names, and business and product names, and all applications and registrations therefor, and all extensions and renewals thereof, and all goodwill of the business connected with the use of and symbolized by the foregoing, (iii) all copyrights and copyrightable works, all mask works, industrial designs, and protectible designs, and all applications and registrations therefor, and all extensions and renewals thereof, (iv) all trade secrets and confidential business information (including research and development, know-how, formulae, compositions, processes, techniques, methodologies, technical information, designs, industrial models, manufacturing, engineering and technical drawings, specifications, research records, records of inventions, test information, customer and supplier lists, customer data, pricing and cost information, and business and marketing plans and proposals), (v) all software, and all electronic data, databases and data collections, and (vi) all rights to use all of the foregoing and all other rights in, to, and under the foregoing.

“**Partner**” means the legal entity listed under the headed “Partner” on the Order Form.

“**Partner Offering**” means a property, on-property item, product or an excursion offered by a Partner on or through the Services, including, but not limited to, those directly provided by the Partner and those that the Partner offers on behalf of third-parties.

“**Personal Site**” means the webpage, whether searchable or private, set up by an End User Host on or through Celebration Wishes, including, but not limited to a webpage set up on an Enterprise Site.

“**Platform**” means Celebration Wishes’ online software-as-a-service platform.

“**Privacy Policy**” means Celebration Wishes’ then current privacy policy applicable to all users of the Platform, the text of which is found at <https://www.celebrationwishes.com/privacy-policy>.

“**Related Entity**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Services**” means an Enterprise package, a Standard package, Marketing Services or other Services, each as indicated on the Order Form and as further described in the Service Descriptions and any other services provided to the Partner whether or not provided for in the Order Form.

“**Terms of Service**” means Celebration Wishes’ then current terms of service applicable to End Users which is found at <https://www.celebrationwishes.com/end-user-agreement>.