

Last updated on: Jan 3, 2022

We are pleased to offer you the opportunity to participate in and use our Gift Card Services, made available to you based on these terms and Agreement (as defined below). “You” includes you and the entity on whose behalf you are purporting to act on the behalf of.

By accessing or using the Gift Card Services, you are representing that you have read, understood, and agree to be bound by these provisions and terms, together with any and all rules, policies and guidelines provided by Tango including our Terms of Use and Privacy Policy (collectively, the “Agreement”). Under this Agreement, you can access certain gift card services provided by us to support the issuance and management of gift cards to your customers (collectively, the “Gift Card Services”).

Tango reserves the right to to update and change the Gift Card Service Terms by posting updates and changes to the Tango website. You are advised to check the Gift Card Service Terms from time to time for any updates or changes that may impact you. If you do not accept such changes/amendments, you must cease using the Gift Card Services.

1. Services and Scope

The Gift Card Services may be used in your business for managing gift cards issued to your customers (the “Customers” and such gift cards, the “Gift Cards”). The Agreement covers, among other things, your use of the Gift Card Services and any other services related to your issuance and management of Gift Cards issued to your Customers. This Agreement may be available in languages other than English. To the extent that any inconsistencies or conflicts between this English Agreement and the Agreements available in another language exist, the most current English version of the Agreement will prevail.

2. Access and Use of the Gift Card Services

Tango hereby grants you a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable license to access and use the Gift Card Services, solely for your own internal business purposes and subject to any and all limitations imposed by us.

3. Compliance with Laws

The Gift Card Services are made available to you solely for lawful purposes and uses. You will comply with, and will ensure that your subcontractors and personnel comply with, all Applicable Laws. For purpose of these Gift Card Service Terms, “Applicable Laws” means any and all local, regional, or national laws, rules and regulations related to gift cards or the Gift Card Services, including, but not limited to, those related to data privacy, data security and the protection of Personal Information (as defined by the California Consumer Protection Act (“CCPA”) or other applicable definition that is as least as broad as the CCPA).

You are responsible for the handling of any amounts loaded on the Gift Card in compliance with Applicable Laws, including, if required by Applicable Laws, depositing amounts loaded on the Gift Card into escrow or separate accounts. You are also responsible for the handling of any amounts loaded on the

Gift Card that constitute unclaimed, abandoned or similar property under Applicable Laws based on records maintained by you.

4. Gift Card Terms and Issuance

You are responsible for the development, production and distribution of all documents, terms and procedures necessary to administer Gift Cards to your Customers (the “Program Materials”). All Gift Cards issued or otherwise supported by or administered using the Gift Card Services must comply with the restrictions and requirements set forth in Exhibit A. You will ensure Program Materials comply with Applicable Laws.

You will respond to all inquiries from Customers regarding the Gift Cards. You are responsible for delivering to Customers the Program Materials and any other documents required by Applicable Law. You are responsible for obtaining appropriate authorization required by Applicable Law from Customers, and take all other actions necessary for you to issue Gift Cards to Customers.

You are responsible for providing all services required to offer and accept Gift Cards in accordance with Applicable Laws. You will maintain all records related to Gift Cards in accordance with Applicable Laws. You will be responsible for costs associated with administering the Gift Cards. You will be responsible for receiving, investigating and responding to any Customer dispute or error allegation concerning any Gift Card.

You will be responsible for supervising and managing all daily funds flow associated with Gift Cards, including ensuring all balances associated with the Gift Cards are accurate and fully funded by deposits placed by Customers with you in connection with a Gift Card. You represent and warrant that the balance associated with Gift Cards will be at all times appropriately funded by deposits placed by the Customers with you in connection with such Gift Cards in an amount that is no less than 100% of the total amount of currency represented as active and available to Customers of the current day’s Gift Card balance. You will be responsible for overseeing and managing such funding. You are responsible and liable for any failure of the Gift Cards to be fully funded.

5. Indemnification and Limitation of Liability.

A. Indemnification In addition to your indemnification obligations under the Tango Terms of Use, you will defend, indemnify and hold Tango and its respective officers, directors, employees, agents and suppliers harmless from and against all claims, actions, proceedings, damages, losses, judgments, settlements, penalties, fines, costs and expenses (including attorneys’ fees) arising from any third-party claim in connection with (a) your breach of any obligations under the Agreement; (b) your negligence or willful misconduct in connection with your performance of your obligations under the Agreement; (c) your violation of Applicable Laws; (d) the Gift Card, including any unfunded Gift Card balance or fraudulent activity, unauthorized use or losses related to or associated with a Gift Card or Customer; or (f) a Customer or any obligations you owe to any third party or Customer.

B. Limitation of Liability In addition to our limitations of liability under the Terms of Use, Tango’s financial liability for the Gift Card Services shall not exceed six months of fees paid by you to Tango.

Tango does not provide or issue Gift Cards and is not responsible for any losses or liability associated with the Gift Cards or any operations related to or required to support the Gift Cards.

6. Tango Rights

A. We reserve the right to modify or terminate the Gift Card Services for any reason, without notice at any time. Not all Gift Card Services and features are available in every jurisdiction and we are under no obligation to make any Gift Card Services or features available in any jurisdiction.

B. We reserve the right to refuse service to anyone for any reason at any time.

C. We may, but have no obligation to, remove Gift Card Services and suspend or terminate Gift Card Services if we determine in our sole discretion that the Gift Card Services offered by you violate our Acceptable Use Policy (“AUP”) or these Gift Card Service.

D. Verbal or written abuse of any kind (including threats of abuse or retribution) of any Tango customer, Tango employee, member, or officer will result in immediate termination of Gift Card Services.

Exhibit A

Gift Card Parameters and Limits

1. General Gift Card Terms. The Gift Cards must:

(i) not be redeemable for cash;

(ii) not include any activation fees or added service fees, or fees that reduce the value of the card over time;

(iii) be single-use and closed-loop (i.e., the Gift Card may only be used at your locations for purchase of goods and services from you and no other merchant or company).

2. Branding. Each Gift Card must be branded with your logo or name. You may include Tango’s logo.