

**Welcome To PresentBox!**

This User Agreement applies to all users (including Parents and Gift Givers) who use our platform.

PresentBox is entirely free for Parents to use. It's important to note that while Parents can utilise our platform without any charges, Gift Givers will incur a Service Fee when providing Contributions. We want to ensure transparency in our operations and clarify that these commissions incurred by Gift Givers do not impose any additional costs on parents. The specifics regarding the Service Fees for Gift Givers can be found in the Gift Giver section at Schedule 1 Part C for more details.

**WHAT PARTS OF THESE TERMS APPLY TO ME?**

This agreement governs your use of PresentBox (the **Platform**) and any other services made available through the Platform. By using the Platform, you agree to be bound by this agreement which forms a binding contractual agreement between you, the User, and us, Present Group Pty Ltd ABN 33 637 288 576 (**PresentBox, we or us**).

The remainder of this agreement is divided into three parts:

- Part A (**All Users**)
- Part B (**Parents**)
- Part C (**Gift Givers**)

For the avoidance of doubt, the following meanings apply when we talk about different users.

<b>User</b>	means anyone who uses or accesses the Platform (including all of the users below).
<b>Parent</b>	means any parent or legal guardian of a child who registers an account on the Platform. <i>If you are a Parent, then only Parts A and B apply to you.</i>
<b>Service Provider</b>	means any registered service provider on the Platform offering their goods and/or services in return for redeemed monetary contributions. <i>The Service Providers have entered into a separate agreement with us.</i>
<b>Gift Giver</b>	means any person who makes a monetary contribution as a gift to a child through the Platform. <i>If you are a Gift Giver, then only Parts A and C apply to you.</i>

**PART A : ALL USERS**

**1. ELIGIBILITY OF USERS**

- (a) This Platform is not intended for unsupervised use by any person under the age of 18 years old or any person who has previously been suspended or prohibited from using the Platform. By using the Platform, you represent and warrant that you are either:
  - (i) over the age of 18 years and accessing the Platform for personal use; or
  - (ii) accessing the Platform on behalf of someone under the age of 18 years old and consent to that person's use of the Platform.
- (b) Please do not access the Platform if you are under the age of 18 years old and do not have your parent or guardian's consent, or if you have previously been suspended or prohibited from using the Platform.
- (c) If you use the Platform on behalf of a company or organisation you warrant that you have the necessary authority from that company or organisation to do so.

**2. USER OBLIGATIONS**

As a User, you agree:

- (a) not to intimidate, harass, impersonate, stalk, threaten, bully or endanger any other User or distribute unsolicited commercial content, junk mail, spam, bulk content or harassment;
- (b) to not share your Account with any other person and that any use of your Account by any other person is strictly prohibited. You must immediately notify PresentBox of any unauthorised use of your Account, password or email, or any other breach or potential breach of the Platform's security;
- (c) to not use the Platform for any purpose other than for the purpose of making arrangements to receive services available through our website and any associated services we offer (**Services**) or contributions, including by not:
  - (i) using the Platform in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity (including requesting or accepting a job which includes illegal activities or purposes); and
  - (ii) using the Platform in connection with any commercial or money making or other promotional or marketing endeavours except those that are endorsed herein, or as approved in writing by PresentBox;
- (d) not to act in any way that may harm the reputation of PresentBox or associated or interested parties or do anything at all contrary to the interests of PresentBox or the Platform;
- (e) not to make any automated use of the Platform and or copy, reproduce, translate, adapt, vary or modify the Platform without the express written consent of PresentBox;
- (f) that PresentBox may change any features of the Platform or Services offered through the Platform at any time without notice to you;
- (g) that information given to you through the Platform by PresentBox, or another User, is general in nature and we take no responsibility for anything caused by any actions you take in reliance on that information; and
- (h) that PresentBox may cancel your account at any time if it considers, in its absolute discretion, that you are in breach or are likely to breach this clause 2.

**3. SERVICE LIMITATIONS**

The Platform is made available to you strictly on an 'as is' basis. Without limitation, you acknowledge and agree that PresentBox cannot and does not represent, warrant or guarantee that:

- (a) the Platform will be free from errors or defects;

- (b) the Platform will be accessible at all times;
- (c) messages sent through the Platform will be delivered promptly, or delivered at all;
- (b) information you receive or supply through the Platform will be secure or confidential; or
- (c) any information provided through the Platform is accurate or true.

#### 4. INTELLECTUAL PROPERTY

- (a) PresentBox retains ownership of or provides you with a sublicense to (as the case may be) all materials developed or provided (or both, as the case may be) in connection with the Platform (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software (**Service Content**)) and reserves all rights in any Intellectual Property Rights owned or licensed by it not expressly granted to you.
- (b) You may make a temporary electronic copy of all or part of the Service Content for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Service Content without prior written consent from PresentBox or as permitted by law.
- (c) In this clause 4, "**Intellectual Property Rights**" means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this agreement both in Australia and throughout the world.

#### 5. POSED MATERIALS

##### 5.1 WARRANTIES

By providing or posting any information, materials or other content on the Platform (**Posted Material**), you represent and warrant that:

- (a) you are authorised to provide the Posted Material (including by being authorised to provide any services that you represent you provide);
- (b) the Posted Material is accurate and true at the time it is provided;
- (c) any Posted Material which is in the form of a review or feedback is honest, accurate and presents a fair view of the relevant person and/or your experience;
- (d) the Posted Material is free from any harmful, discriminatory, defamatory or maliciously false implications and does not contain any offensive or explicit material;
- (e) the Posted Material is not "passing off" of any product or service and does not constitute unfair competition;
- (f) the Posted Material does not infringe any Intellectual Property Rights, including copyright, trademarks, business names, patents, confidential information or any other similar proprietary rights, whether registered or unregistered, anywhere in the world;
- (g) the Posted Material does not contain any viruses or other harmful code, or otherwise compromise the security or integrity of the Platform or any network or system; and
- (h) the Posted Material does not breach or infringe any applicable laws.

##### 5.2 LICENCE

- (a) You grant to PresentBox a perpetual, irrevocable, transferable, worldwide and royalty-free licence (including the right to sublicense) to use, copy, modify, reproduce and adapt any Intellectual Property Rights in any Posted Material in order for PresentBox to use, exploit or otherwise enjoy the benefit of such Posted Material.
- (b) If it is determined that you retain moral rights (including rights of attribution or integrity) in any Posted Material, you forever release PresentBox from any and all claims that you could assert against PresentBox by virtue of any such moral rights.
- (c) You indemnify PresentBox against all damages, losses, costs and expenses incurred by PresentBox arising out of any third party claim that your Posted Material infringes any third party's Intellectual Property Rights.

5.3 REMOVAL

- (a) PresentBox acts as a passive conduit for the online distribution of Posted Material and has no obligation to screen Posted Material in advance of it being posted. However, PresentBox may, in its absolute discretion, review and remove any Posted Material (including links to you, your profile or listings you have posted on the Platform) at any time without giving any explanation or justification for removing the Posted Material.
- (b) You agree that you are responsible for keeping and maintaining records of Posted Material.

6. **THIRD PARTY CONTENT**

The Platform may contain text, images, data and other content provided by a third party and displayed on the Platform (**Third Party Content**). PresentBox accepts no responsibility for Third Party Content and makes no representation, warranty or guarantee about the quality, suitability, accuracy, reliability, currency or completeness of Third Party Content.

7. **THIRD PARTY TERMS**

- (a) Any service that requires PresentBox to acquire goods and services supplied by a third party on behalf of a User (including a third party payment service) may be subject to the terms and conditions of that third party (**Third Party Terms**).
- (b) Users agree to familiarise themselves with any Third Party Terms applicable to any such goods and services and, by instructing PresentBox to acquire the goods or services on the User's behalf, the User will be taken to have agreed to such Third Party Terms.

8. **SECURITY**

PresentBox does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with your use of the Platform. You should take your own precautions to ensure that the process you employ to access the Platform does not expose you to the risk of viruses, malicious computer code or other forms of interference.

9. **LINKED BUSINESSES (SERVICE PROVIDERS)**

You acknowledge and agree that:

- (a) the Platform provides links and introductions to Service Providers owned and operated by third parties that are not under the control of PresentBox;
- (b) the provision by PresentBox of introductions to Service Providers does not imply any endorsement or recommendation by PresentBox of any Service Provider;
- (c) PresentBox does not examine, determine or warrant the certification and/or licensing, competence, solvency or information of any Service Provider who uses or is listed on the Platform; and
- (d) any terms and conditions relating to a service, Event Listing or quote provided via the Platform constitute a contract between the relevant User and the Service Provider and do not involve PresentBox in any way.

10. **DISCLAIMER**

- (a) (**Introduction service**) PresentBox is a medium that facilitates the introduction of Gift Givers, Parents and Service Providers for the purposes of encouraging monetary contributions that are redeemable through the third-party Service Providers. PresentBox simply collects a Service Fee from the Gift Giver in consideration for providing this introduction service and does not have any obligations or liabilities to, and is not a party to any contract between, Gift Givers, Parents and Service Providers in relation to such services or otherwise resulting from the introduction
- (b) (**Limitation of liability**) To the maximum extent permitted by applicable law, PresentBox excludes completely all liability to any person for loss or damage of any kind, however

arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to the Platform or its use or any services provided by any Parent. This includes the transmission of any computer virus.

- (c) **(Disclaimer)** All express or implied representations and warranties not expressly set out in this agreement are, to the maximum extent permitted by applicable law, excluded.
- (d) **(Consumer law)** Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, you may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services we provide.
- (e) **(Indemnity)** You agree to indemnify PresentBox and its employees and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from you or your representatives':
  - (i) breach of any term of this agreement; or
  - (ii) use of the Platform.
- (f) **(Consequential loss)** To the maximum extent permitted by law, under no circumstances will PresentBox be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with the Platform, this agreement or their subject matter, or any services provided by any Service Provider (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)).

#### 11. CONFIDENTIALITY

You agree that:

- (a) no information owned by PresentBox, including system operations, documents, marketing strategies, staff information and client information, may be disclosed or made available to any third parties; and
- (b) all communications involving the details of other users on this Platform are confidential, and must be kept as such by you and must not be distributed nor disclosed to any third party.

#### 12. PRIVACY

You agree to be bound by the clauses outlined in PresentBox's Privacy Policy, which can be accessed [here](#).

#### 13. COLLECTION NOTICE

- (a) We collect personal information about you in order to enable you to access and use the Platform and for other purposes set out in our Privacy Policy.
- (b) Our Privacy Policy contains more information about how we use, disclose and store your information and details how you can access and correct your personal information.

#### 14. TAX

You are responsible for the collection and remission of all taxes associated with the services you provide or receive or any transactions through your use of the Platform, and PresentBox will not be held accountable in relation to any transactions between Gift Givers, Parents and Service Providers where tax related misconduct has occurred.

#### 15. RECORD / AUDIT

To the extent permitted by law, PresentBox reserves the right to keep all records of any and all transactions and communications made through this Platform between you and other Users (including conversations, user posts, job request bids, comments, feedback, cookies, and I.P. address information) for administration purposes and also holds the right to produce these records in the event of any legal dispute involving PresentBox.

16. **NOTICES**

- (a) A notice or other communication to a party under this agreement must be:
  - (i) in writing and in English; and
  - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
  - (i) 24 hours after the email was sent; or
  - (ii) when replied to by the other party, whichever is earlier.

17. **GENERAL**

17.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

17.2 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

17.3 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

17.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

17.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

17.6 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

17.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

17.8 INTERPRETATION

- (c) (**singular and plural**) words in the singular includes the plural (and vice versa);
- (d) (**currency**) a reference to \$; or "dollar" is to Australian currency;
- (e) (**gender**) words indicating a gender includes the corresponding words of any other gender;
- (f) (**defined terms**) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

- (g) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (h) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (i) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (j) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (k) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (l) **(includes)** the word "includes" and similar words in any form is not a word of limitation; and
- (m) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.

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**PART B : PARENTS****18. ACCOUNTS****18.1 ACCOUNTS FOR PARENTS AND CHILDREN**

- (a) In order to use most of the functionality of the Platform, all Parents are required to sign-up, register and receive an account through the Platform (an **Account**).
- (b) You will also be required to register within your Account each child under 18 years of age, for whom you are a parent or legal guardian and for whose benefit you wish the Gift Givers to make a monetary contribution via the Platform (**Child**).
- (c) When registering a Child, you warrant that:
  - (i) you are the parent or legal guardian of the Child, or you otherwise have authority or permission to register the Child from the parent or legal guardian of the Child; and
  - (ii) the Child is under 18 years of age.
- (d) As part of the Account registration process and as part of your continued use of the Platform, you are required to provide yours and every registered Child's personal information and details, such as email addresses, first and last name, preferred username, a secure password, billing, postal and physical addresses, mobile phone numbers, and other information as determined by PresentBox from time to time.
- (e) You warrant that any information you give to PresentBox in the course of completing the Account registration process will always be accurate, honest, correct and up to date and that when you are providing information on behalf of a Child you have the right to do so.
- (f) Once you complete the Account registration process, PresentBox may, in its absolute discretion, choose to accept you and/or any Child you register as registered users within the Platform and provide you with an Account.

**18.2 PREZENT GROUP'S RIGHTS**

- (b) PresentBox reserves the right to contact you about any concerning behaviour by you, or to seek a resolution with you.
- (c) PresentBox may, in its absolute discretion, suspend or cancel your Account for any reason, including for any failure to comply with this agreement.

**19. EVENT LISTINGS**

- (a) You may create an event for a Child to request monetary contributions for the benefit of that Child by using the functionality on the Platform (**Event Listing**).
- (b) Once an Event Listing is created, a landing page for Gift Givers will be generated by the Platform. You will then be able to share landing page with any person to allow them to make monetary contributions (**Contributions**) to the Event Listing.
- (c) Each Event Listing must:
  - (i) specify the registered Child for whose benefit Contributions are to be made by Gift Givers;
  - (ii) provide information about the purpose of the Event Listing;
  - (iii) specify the activity (or activities) for which the Contributions will be used;
  - (iv) be for the sole benefit of a single Child who has an Account in accordance with clause 18.1(b); and
  - (v) not include any misleading or deceptive information.
- (d) Where a Parent has registered an Account for several Children, then each Contribution for an Event Listing will only be valid for the benefit of the Child specified in the Event Listing.



- (e) PresentBox reserves the right to decline, limit or remove any Event Listings you submit on the Platform for any reason, including due to your breach of this agreement.
- (f) You acknowledge and agree that PresentBox will have no responsibility for the accuracy or reliability of any content you post on an Event Listing.

20. **ELIGIBILITY OF CHILD**

- (a) You acknowledge and agree that a Child must be under 18 years of age in order to be registered on and enjoy any benefit of the Platform (**Eligible**).
- (b) If a Child is no longer Eligible, you must:
  - (i) disable the Account you have created for the Child using the functionality on the Platform; and
  - (ii) notify any Service Providers that you have engaged in respect of the Child that the Child is no longer eligible to receive any further benefits on the Platform.
- (c) You must use your best endeavors to redeem any Contributions in respect of a child, prior to that child being no longer Eligible.
- (d) Once a Child is no longer Eligible, then any remaining available Contributions cannot be redeemable by you in cash for any reason, but may be transferred to and redeemed in respect of another Child.
- (e) If a Child is no longer Eligible, PresentBox reserves the right to alter, remove, disable or update an Event Listing or an Account for a Child to the effect that the Event Listing will be inactive and unable to accept any further Contributions.

21. **REDEEMING CONTRIBUTIONS**

21.1 **PURPOSE OF CONTRIBUTIONS**

Unless otherwise contemplated under this agreement, a Contribution by a Gift Giver for an Event Listing can only be used to redeem goods and/or services by Service Providers listed on the Platform for the sole benefit of the Child specified in the Event Listings.

21.2 **PROCESSING CONTRIBUTIONS**

Once a Gift Giver makes a Contribution on the Platform, that Contribution will be processed by a third party payment provider, Stripe. Their terms and conditions can be found [here](#). Once processed, the Contributions will be transferred to and held by PresentBox and the relevant Service Fees will be charged by PresentBox.

21.3 **NON-REDEEMABLE FOR CASH**

You acknowledge and agree that Contributions are not redeemable for cash under any circumstances. All Contributions must be redeemed through Service Providers on the Platform in accordance with clause 21.4.

21.4 **REDEEMING CONTRIBUTIONS**

- (a) Once a Contribution is available to be redeemed in accordance with clause 21.2, the Parent may use the 'redemption' functionality on the Platform to make a redemption request (**Redemption Request**) for that Contribution or any other available Contributions.
- (b) Redemption Requests will then be forwarded to the relevant Service Provider on the Platform for verification. The Service Provider will approve or decline a Redemption Request within 3 Business Days.
- (c) Once the Redemption Request is approved by the Service Provider, then you and the Service Provider must communicate on all matters regarding the services offered by the Service Provider (such as scheduling lessons).
- (d) If a Redemption Request is declined by a Service Provider:
  - (i) the Contribution associated with that Redemption Request will be returned to the available Contributions in the Event Listing;

- (ii) you will be able to use the Contribution associated with that Redemption Request to make a Redemption Request with another Service Provider; and
- (iii) you will be notified of the reason for the decline of your Redemption Request by the relevant Service Provider;
- (e) PresentBox will not be liable to you if a Service Provider declines your Redemption Request.

**21.5 CONTRIBUTIONS NON-TRANSFERRABLE**

You acknowledge and agree that Contributions cannot be transferred to another Child or Event Listing registered under your Account, other than in accordance with clause 20(d).

**22. BINDING CONTRACT WITH SERVICE PROVIDERS**

- (a) You acknowledge and agree that submitting a Redemption Request to a Service Provider constitutes your intention and offer to enter into a contract with that Service Provider on behalf of and in your capacity as the parent or guardian of the Child for whose benefit the Redemption Request is made, where the Service Provider will provide the relevant Child with their goods and/or services in exchange for the redeemed Contributions.
- (b) A contract is formed in this respect when the Service Provider verifies and approves a Redemption Request on the Platform confirming that they accept the Redemption Request.
- (c) PresentBox will not be a party to any such contract between you and the Service Provider and will not be liable in relation to any rights or obligations arising out of such a contract. If a Service Provider does not fulfill any of their obligations to you, any remedies you will have will be solely against that Service Provider and not PresentBox.

**23. DISPUTES, REFUNDS & CANCELLATIONS**

- (a) Once a Service Provider approves or declines a redeemed Contribution, you must raise any complaints, issues or refunds and cancellations requests directly with the relevant Service Provider. You must take all reasonable steps to resolve any dispute they have with a Service Provider with that Service Provider.
- (b) If any issue or problem relating to the Platform remains unresolved after you direct it to the relevant Service Provider, or if the issue does not relate to a Service Provider, you must report it to PresentBox via [help@presentbox.com.au](mailto:help@presentbox.com.au). We will assess the complaint and attempt to quickly and satisfactorily resolve it.
- (c) Any costs you incur in relation to a complaint or dispute will be your responsibility.
- (d) PresentBox has the option to appoint an independent mediator or arbitrator if needed. The cost of any mediator or arbitrator must be shared equally between each of the parties to the dispute.
- (e) PresentBox reserves the right to hold funds in relation to a dispute until the dispute is resolved by the relevant parties or by a mediator or arbitrator.
- (f) If you have a dispute with PresentBox, you agree to notify us first and enter into discussion, mediation or arbitration with us for a minimum of a 120-day period before pursuing any other proceedings.
- (g) Notwithstanding any other provision of this clause 23, you or PresentBox may at any time cancel your Account or discontinue your use of the Platform.

**24. TERMINATION**

- (a) PresentBox reserves the right to terminate your access to any or all of the Platform (including any Event Listings) at any time without notice, for any reason.
- (b) In the event that your Account is terminated by us:
  - (i) your access to all posting tools on the Platform may be revoked;

- (ii) you may be unable to view the details of any other User, including Service Providers;
  - (iii) all Event Listings previously posted by you may be removed from the Platform; and
  - (iv) [PresentBox will retain all the monies from the Contributions not yet redeemed] OR you will be given 14 days to redeem any Contributions not yet redeemed from the Service Providers].
- (c) Parents may terminate their Account on PresentBox at any time by using the Platform's functionality where such functionality is available.
- (d) Upon you terminating your Account, you will be given 14 days to redeem any Contributions not yet redeemed from the Service Providers or you may forfeit the monies from the Contributions not yet redeemed to PresentBox.
- (e) Notwithstanding termination of this agreement, the provisions of any clause in this agreement which by its nature would reasonably be expected to be complied with after termination, will continue to apply.

**PART C : GIFT GIVERS**

**25. GIFT CONTRIBUTIONS**

You acknowledge and agree that:

- (a) by making a Contribution in response to an Event Listing shared with you by a Parent, you are transferring money by way of a gift to the Child specified in that Event Listing (**Gift**);
- (b) you will be charged a Service Fee for each Contribution as per the following table:

Service Fee	Amount
Platform Fee	5% (inclusive of GST)
Merchant Fee	For amounts up to \$100: 2.2% For amounts \$101 and over: 1.85%

- (c) once you make the Gift, the relevant Contribution will be redeemable by the Parent who created an Event Listing via participating Service Providers for the purpose and the benefit of the Child listed in the Event Listing; and
- (d) to the maximum extent permitted by law, any Contribution you make is irrevocable and non-refundable, if you change your mind;
- (e) other than your use of the Platform, which is governed by this agreement, you are not entering into any contractual relationship with PresentBox.

**26. PAYMENT**

- (a) (**Card surcharges**) PresentBox reserves the right to charge credit card surcharges in the event that payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).
- (b) (**Online payment partner**) PresentBox processes payments through the Platform using Stripe. In addition to this agreement, your purchase of any services via the Platform will be subject to the terms and the privacy policy of Stripe, available [here](#).
- (c) You agree to release PresentBox and its employees and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from any act or omission of Stripe, including any issue with security or performance of Stripe’s platform or any error or mistake in processing your payment.