

# Evergreen Massage & Wellness Gift Card Terms and Conditions

The following are the terms and conditions applicable to your Evergreen Massage & Wellness Gift Cards. By purchasing, accepting, or using a Gift Card, you agree to be bound by these terms and conditions on behalf of yourself and all members of your household and others who purchase, accept, or use a Gift Card under your account.

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**Last Updated: September 26, 2022**

## **1. Gift Cards, Balance, and Redemption.**

- a. Evergreen Massage & Wellness Gift Cards are issued by Clover Network, Inc. Gift Cards are automatically activated when you purchase the initial card or reload your balance. After each usage, a printed/e-receipt will display the total remaining balance of your Gift Cards. Any unused Gift Card Balance will remain associated with your Evergreen Massage & Wellness Gift Cards. If a purchase exceeds your Evergreen Massage & Wellness Gift Cards Balance, the remaining amount must be paid with another payment method.
- b. Gift Cards may only be redeemed toward purchasing eligible goods and services provided by Evergreen Massage & Wellness, LLC (including all locations). Eligible goods and services are subject to change at our sole discretion. Redemption of Gift Cards at any affiliated property is subject to change in our sole discretion. Clover Network, Inc. or its affiliates ("**we**", "**us**", and "**our**") may provide Gift Card purchasers with information about the redemption status of Gift Cards that they purchase. Evergreen Massage & Wellness LLC may process the redemption of the portion of your Gift Card Balance used to purchase goods and services sold by third parties at all Evergreen Massage & Wellness locations

## **2. Limitations.**

- a. Your Evergreen Massage & Wellness Gift Card cannot be used to purchase other Gift Cards, prepaid open loop cards, or certain third-party gift cards. Gift Cards cannot be reloaded; resold; or used for payment outside of Evergreen Massage & Wellness, LLC locations or its affiliated properties; used for unauthorized advertising, marketing, sweepstakes, promotional or commercial purposes; cannot be redeemed for more than face value; transferred for value; redeemed for cash; returned for a cash refund (except to the extent required by law); No portion of your Evergreen Massage & Wellness Gift Card may be transferred to another person other than the initial recipient.

## **3. Risk of Loss.**

- a. The risk of loss and title for Gift Cards passes to the purchaser upon our electronic transmission of the Gift Card to the purchaser or designated recipient or our delivery to the carrier, whichever is applicable. You are responsible for safeguarding your Evergreen Massage & Wellness Gift Card from unauthorized use. We are not responsible if any Gift Card is lost, stolen, or destroyed or if your Evergreen Massage & Wellness Gift Card is used without your permission. There are a variety of Gift Card scams that request

payment by Gift Card. Evergreen Massage & Wellness is not responsible for and assumes no liability to you for any unlawful conduct or fraud by any third party associated with any Gift Card.

**4. Use of Evergreen Massage & Wellness Gift Card in Violation of these Terms and Conditions.**

- a. By using an Evergreen Massage & Wellness Gift Card, you agree to comply with these terms and conditions and not to use a Gift Card in any manner that is misleading, deceptive, unfair, or otherwise harmful to Evergreen Massage & Wellness, LLC; its affiliates, or its customers. We reserve the right, without notice to you, to void Gift Cards without a refund, suspend or terminate customer accounts, suspend, or terminate the ability to use our services, cancel or limit orders, and bill alternative forms of payment if we suspect that a Gift Card is obtained, used, or applied to fraudulently, unlawfully, or otherwise in violation of these terms and conditions.

**5. Limitation of Liability.**

- a. TO THE FULL EXTENT PERMISSIBLE BY LAW, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO YOUR EVERGREEN MASSAGE & WELLNESS GIFT CARDS OR YOUR GIFT CARD BALANCE, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULL EXTENT PERMISSIBLE BY LAW, IN THE EVENT A GIFT CARD IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY WILL BE THE REPLACEMENT OF THAT GIFT CARD.

**6. Disputes.**

- a. Waiver of Trial by Judge or Jury. Any dispute or claim relating in any way to Gift Cards will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of these Gift Card Terms and Conditions as a court would. To begin an arbitration proceeding, you must send a letter to us requesting arbitration and describing your claim. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, we will not seek attorney's fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed on location. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. We and you also agree that you or we may bring suit in court to enjoin infringement or another misuse of intellectual property rights.

**7. General Terms.**

- a. No fees apply to Gift Cards. We reserve the right to require additional verification of your identity, Gift Card or account ownership, or provision of an additional payment instrument before you can use a Gift Card to make a purchase. When you purchase, receive, or use a Gift Card, you agree that the laws of the State of Washington, without regard to principles of conflict of laws, will govern these terms and conditions and any dispute that may arise between you and Clover Network, Inc, and its affiliates related to your use of a Gift Card. We reserve the right to change these terms and conditions without notice, from time to time, at our sole discretion. All terms and conditions apply to the extent permitted by law. If any of these terms and conditions are deemed invalid, void, or for any reason unenforceable, that unenforceable term will be deemed severable and will not affect the validity and enforceability of any remaining terms and conditions.