

TERMS OF SALE

BLINKSKY JAMAICA LIMITED



**Last Revised: April 2021**

BlinkSky, Jamaica Limited (“BlinkSky,” “we” or “us”) makes products available for purchase through BlinkSky’s eGift website, mobile applications and approved third party websites displaying BlinkSky’s eGift icon. Your purchase of any BlinkSky product is governed by these Terms of Sale (“Terms”). Your purchase of a Merchant’s Digital Gift Card, described in Section 1.3 below, is governed by the applicable terms and conditions of that Digital Gift Card and these Terms will cease to apply at the time of such purchase. Your use of BlinkSky eGift website, mobile applications and approved third party websites displaying BlinkSky’s eGift icon are governed by our Terms of Service, see here. These Terms are a legal agreement between you (“you,” or “your”) and BlinkSky. By purchasing BlinkSky products and/or clicking to “Accept” these Terms where that option is made available to you, you agree to be bound by these Terms. If you do not agree to these Terms, do not make any purchases from BlinkSky. BlinkSky reserves the right to change, modify, add or remove all or part of these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes by posting such changes on our website and updating the “Last Updated” date at the top of these Terms. We encourage you to review these Terms each time you make a purchase from BlinkSky to ensure you understand the terms and conditions that apply to such purchase. Your continued use of BlinkSky products indicates your acceptance of any changes to the Terms.

## **1. BlinkSky Products**

Digital Gift Cards. We offer a variety of Digital Gift Cards and gift codes (collectively, “Digital Gift Cards”) for purchase via our websites, or approved third party websites displaying BlinkSky’s eGift icon, deliverable to recipients via text messaging and email. BlinkSky accepts various forms of payment through direct API connection with onboarded merchants, including by credit or debit card bearing Visa, MasterCard, American Express, or Discover logo, (a “Payment Card”). All Digital Gift Cards are subject to availability and we reserve the right to impose quantity limits on any order, to reject all or any part of an order and to discontinue products without notice, even if you have already placed your order. The total/aggregate amount that you may load on one or multiple Digital Gift Cards in a single day should not exceed J\$25,000. All prices are subject to change without notice and the price charged to you will be the price displayed at the time you place your order. Purchase of any Digital Gift Card will incur a convenience/sender’s fee of J\$280 per transaction and will appear as one charge on your bank or credit card statement. After purchasing a Digital Gift Card, these Terms will no longer apply and you (or the recipient of the Digital Gift Card) must activate the Digital Gift Card then redeem by following the instructions provided by the Merchant, defined at the back of each card. The Digital Gift Card will only function upon activation. Activated Digital Gift Cards may be available within seconds; however, additional time may be required for certain activations. If your Digital Gift Card has not been activated within 5-30 minutes, please contact us at [support@blinksky.com](mailto:support@blinksky.com).

### Digital Gift Card Merchant Terms and Liability

Digital Gift Cards purchased via our website, mobile application or approved third party websites displaying BlinkSky’s eGift icon are issued by participating third-party merchants, retailers and Merchants (collectively “Merchants”). Your purchase of each Digital Gift Card will be governed by certain terms and conditions established by the issuing merchant. Depending on the applicable law of your Jamaica and the promotional nature of certain Digital Gift Cards, Merchants may set expiration dates for such Digital Gift Cards, in addition to other restrictions and requirements. You should review and familiarize yourself with all applicable Merchant terms and conditions prior to purchasing any Digital Gift Card. If you have questions regarding the applicable Merchant terms, please contact the issuing Merchant. As issuers of the Digital Gift Cards, Merchants (and not BlinkSky) are fully

responsible for all aspects of their Digital Gift Card programs. Merchants are also responsible for any and all liabilities, damages and costs suffered by you or any other customer in connection with your purchase and use of their Digital Gift Card. While BlinkSky strives to work with reputable Merchants, BlinkSky has no liability for (i) the sale of products or services to you by a Merchant through the use of any Digital Gift Card; and (ii) any Merchant's failure to honour a Digital Gift Card. You will need to look solely to the Merchant for any remedy in connection with the foregoing issues.

#### Digital Gift Card Errors.

We attempt to be as accurate as possible and to eliminate errors on the products that we sale; however, BlinkSky does not represent or warrant that any Digital Gift Card and information about the Digital Gift Card (including the description, Merchant information or pricing information) provided is accurate, complete, reliable, current or error-free. In the event of an error, in an order confirmation, in processing a Digital Gift Card purchase or otherwise, we reserve the right to correct such error and revise your order accordingly (including charging the correct price) or to cancel the order and refund any amount charged.

## 2. Disclaimers

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

## 3. Payment Options

When making a purchase on BlinkSky's website, note that BlinkSky is connected via API to merchants for payment processing. BlinkSky does not process payments. Unless otherwise indicated, note the denominated value of the Digital Gift Card will be billed in full at the time you purchase along with all applicable fees. By making the purchase, you acknowledge that you are authorized to use the designated Payment Card and you authorize us to charge your purchase order to that Payment Card. When you provide your payment information, you authorize us to process and store your payment and related information. In the event that the Payment Card you designate cannot be verified, is invalid or is not otherwise acceptable, we may suspend or cancel your order automatically. Payment Card processing fees may apply even if the Payment Card has expired or changed by the time BlinkSky submits the charges. You are responsible for resolving any problem we encounter in order to proceed with your order.

#### **4. Taxes**

With respect to the Digital Gift Cards that you purchase on the website or approved third party websites displaying BlinkSky's eGift icon, the amount paid for any Digital Gift Card does not include sales, value added or use taxes, which may be charged to you separately by the applicable Merchant at the time you purchase products or services from the Merchant using the Digital Gift Card.

#### **5. Cancellations; No Returns**

All purchases made on the website or approved third party websites displaying BlinkSky's eGift icon are final. Purchased Digital Gift Cards are non-returnable and non-refundable, provided, however, that if a Digital Gift Card does not function, we may, in our sole discretion, either refund you the Digital Gift Card purchase amount or replace the defective Digital Gift Card with an alternative Digital Gift Card or with products or services of equal value for the same Digital Gift Card Merchant. If you have any questions or problems with your order, please contact [support@blinksky.com](mailto:support@blinksky.com).

#### **6. Excluded Users and Territories**

You are not permitted to make purchases from BlinkSky Jamaica if you are not located in Jamaica. BlinkSky Cards are not available for purchase and use in countries outside of Jamaica.

#### **7. Privacy**

Please refer to our Privacy Policy for information about how we collect, use and disclose information and data.

#### **8. Severability**

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

#### **9. Waiver**

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

#### **10. Contact Us**

If you have any questions or concerns regarding these Terms or the BlinkSky products, please contact us at: [support@blinksky.com](mailto:support@blinksky.com)