

# Gift Card Terms and Conditions

The following are the terms and conditions applicable to your JPLI Gift Cards.

Last Updated: October 26, 2019

## 1. Gift Cards; JPLI Balance;

### **Redemption.**

JPLI Gift Cards are issued by JP Language Institute, that are automatically added to your JPLI Balance when you “reload” your balance, receive an “allowance”.. Your JPLI Balance displays the total remaining balance of all Gift Cards that have been applied to your JPLI account but not yet applied to a purchase. We may refer to your JPLI Balance as your “JPLI Balance”, “Gift Card balance”, or “GC Balance”. To view your JPLI Balance, contact the admission office at JPLI. Any unused JPLI Balance will remain associated with your JPLI account. If a purchase exceeds your JPLI Balance, the remaining amount must be paid with another payment method.

Gift Cards may only be redeemed toward the purchase of eligible classes and services provided by JPLI. Eligible courses and services are subject to change in our sole discretion. Redemption of Gift Cards at any affiliated property is subject to change in our sole discretion.

### **Limitations.**

Your JPLI Balance cannot be used to purchase other Gift Cards, prepaid open loop cards, or certain third-party gift cards. Gift Cards cannot be reloaded; resold; used for payment outside of JPLI or its affiliated properties; used for unauthorized advertising, marketing, sweepstakes, promotional or commercial purposes, transferred for value; redeemed for cash; returned for a cash refund (except to the extent required by law); or used in a manner otherwise prohibited by our JPLI Gift Card. No portion of your JPLI Balance may be transferred to another JPLI account. Neither your JPLI Balance nor your Gift Cards may be applied to the purchase of courses or services at any JPLI-affiliated property outside of the United States.

## 2. Risk of Loss.

The risk of loss and title for Gift Cards pass 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. Gift Cards must be obtained from JPLI, and you are responsible for safeguarding your JPLI Gift Card from unauthorized use. We are not responsible if any Gift Card is lost, stolen, or destroyed, or if your JPLI any Gift Card is used without your permission. There are a variety of Gift Card scams that request payment by Gift Card. JPLI 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.

## 3. Use of JPLI any Gift Card in Violation of these Terms and Conditions.

By using a Gift Card you agree to comply with these terms and conditions, and not to

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use a Gift Card in any manner that is misleading, deceptive, unfair, or otherwise harmful to JPLI, its affiliates, or its students/clients. 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 an JPLI account fraudulently, unlawfully, or otherwise in violation of these terms and conditions.

#### 4. Limitation of Liability.

TO THE FULL EXTENT PERMISSIBLE BY LAW, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GIFT CARDS OR YOUR JPLI 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.

#### 5. Disputes.

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 U.S. Federal Arbitration Act and U.S. 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 these terms and conditions as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent: JP Language Institute, 200 Broadhollow Road, Suite 207, Melville, NY 11747. 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 attorneys' 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 at a mutually agreed 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

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jury trial. We and you also agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

## 6. General Terms.

The JPLI Conditions of Use apply. 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 are able to apply a Gift Card to your account or your JPLI Balance to a tuition payment. When you purchase, receive, or apply a Gift Card to your account, you agree that the laws of the State of New York, without regard to principles of conflict of laws, will govern these terms and conditions and any dispute that may arise between you and ACI Gift Cards LLC, 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 are applicable 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.

## 7. JPLI Gift Expiration.

The portion of your JPLI Balance made up of Gift Cards issued after October 1, 2018 does not expire and may be applied to your JPLI account and applied to eligible registration despite any stated expiration date.