Terms of Service

Last updated: October 25, 2026

gifttogether.app/terms

Welcome to Gift Together.

These Terms of Service, together with any additional terms, policies, rules, notices, or agreements referenced herein, collectively referred to as the “Terms,” govern your access to and use of Gift Together's websites, mobile applications, online services, event pages, invitation tools, RSVP tools, wishlist tools, gift contribution tools, payment-related features, communications, templates, premium features, and any other products or services that link to these Terms, collectively referred to as the “Services.”

These Terms are a legally binding agreement between you and Gift Together LLC, as applicable, together with its affiliates, subsidiaries, successors, and assigns, referred to as “Gift Together,” “we,” “us,” or “our.”

By accessing or using the Services, creating an account, creating an event, sending an invitation, responding to an invitation, contributing to a gift, receiving funds, uploading content, purchasing premium features, subscribing to a plan, or otherwise using Gift Together, you agree to these Terms.

If you do not agree to these Terms, do not access or use the Services.

1. Overview of Gift Together

Gift Together is a digital platform designed to help people celebrate life's moments together. The Services may allow users to create events, send invitations, manage RSVPs, create wishlists, organize group gifts, contribute toward gift funds, upload photos and videos, invite co-hosts, send thank-you cards, manage public or private event pages, and access related celebration, gifting, and event-planning features.

Gift Together may support many types of moments, including birthdays, weddings, baby showers, graduations, housewarmings, holidays, memorials, fundraisers, community events, corporate events, school events, and other celebrations.

Gift Together is not a bank, charity, escrow agent, broker, financial adviser, tax adviser, legal adviser, insurance provider, event planner, gift retailer, venue, shipping provider, or payment processor unless expressly stated in writing. Gift Together provides technology tools that help users coordinate events, invitations, wishlists, and contributions.

2. Eligibility

You must be at least 13 years old to use the Services.

If you are under the age of majority in your jurisdiction, you may use the Services only with the consent and supervision of a parent or legal guardian. By using the Services, you represent that you meet these eligibility requirements.

You may not use the Services if:

- You are prohibited from using the Services under applicable law.
- You have previously been suspended or removed from the Services.
- You are using the Services on behalf of an entity without authority to bind that entity.
- Your use would violate these Terms, our policies, or applicable laws.

If you use the Services on behalf of a company, organization, nonprofit, school, employer, brand, venue, agency, or other entity, you represent that you have authority to bind that entity to these Terms. In that case, “you” includes both you and the entity.

3. Accounts and Registration

You may need to create an account to access certain features of the Services.

When you create an account, you agree to provide accurate, current, and complete information. You agree to keep your account information updated.

You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account. You agree to notify Gift Together promptly if you suspect unauthorized access to your account.

Gift Together is not responsible for losses arising from unauthorized account access caused by your failure to protect your credentials, devices, email account, phone number, or authentication methods.

We may refuse registration, suspend accounts, reclaim usernames, remove profile information, or require account changes if we believe it is necessary to protect users, prevent confusion, comply with law, enforce these Terms, or protect Gift Together.

4. User Roles

The Services may involve different types of users, including:

Hosts: Users who create or manage events, invitation pages, wishlists, gift funds, guest lists, public moments, private moments, or related pages.

Co-hosts: Users invited by a host to help manage an event, guest list, wishlist, invitation, RSVP process, or related features.

Guests or Invitees: Users or non-users who receive invitations, view event pages, RSVP, send messages, contribute, upload content, or otherwise participate in an event.

Contributors: Users or non-users who contribute funds, gifts, messages, or other support toward a gift, event, wishlist, fund, or public moment.

Recipients: Individuals or entities who may receive gifts, funds, gift messages, contributions, or other benefits through the Services.

Business Users or Partners: Vendors, venues, brands, sponsors, employers, nonprofits, ambassadors, influencers, schools, or other organizations using Gift Together for business, promotional, community, or organizational purposes.

Your rights and responsibilities may depend on how you use the Services.

5. Event Creation and Hosting

Hosts may create events and customize event details, including event title, event date, time, location, description, images, invitation design, RSVP settings, guest list, wishlist items, contribution goals, messages, event visibility, and other features.

You are solely responsible for the events you create and manage, including:

- The accuracy of event information.
- Inviting guests lawfully and respectfully.
- Obtaining permission to use guest contact information.
- Managing RSVPs and event updates.
- Choosing appropriate public or private visibility settings.
- Ensuring event content complies with these Terms.
- Complying with venue rules, local laws, safety requirements, permits, capacity restrictions, age restrictions, accessibility requirements, and other event-related obligations.
- Communicating changes, cancellations, refund decisions, or important details to guests and contributors.

Gift Together is not responsible for the planning, safety, quality, legality, attendance, cancellation, rescheduling, or conduct of any event created through the Services.

6. Invitations, RSVPs, and Guest Lists

Gift Together may allow hosts to invite guests by email, SMS, app notification, link sharing, QR code, contact import, manual entry, or other methods.

By adding a guest or invitee's contact information, you represent that you have permission or another lawful basis to provide that information to Gift Together and to send the invitation or related communications.

Gift Together may send service-related messages, reminders, RSVP confirmations, event updates, contribution links, and other event communications to invitees or guests.

Guests are responsible for the accuracy of their RSVP responses, guest counts, messages, dietary preferences, attendance details, and other information they provide.

Gift Together does not guarantee that invitations, reminders, texts, emails, push notifications, or event communications will be delivered, opened, received, or acted upon. Delivery may depend on third-party providers, carrier networks, device settings, spam filters, account status, and user preferences.

7. Public and Private Events

Gift Together may allow hosts to create private events, invite-only events, public events, public community moments, fundraiser pages, sponsored moments, or other visibility-based experiences.

Private events are intended for invited users or people with access to the event link. However, users may share links, screenshots, event details, messages, photos, videos, or other information outside of Gift Together. Gift Together cannot control what other users do with information they can access.

Public events or public community moments may be visible to broader audiences. Public content may be viewed, copied, saved, indexed, shared, reposted, or otherwise distributed by others.

You are responsible for selecting the appropriate visibility settings and for the information, location details, images, financial goals, messages, and personal details you make available through any event or public page.

Gift Together may remove, restrict, hide, disable, or modify the visibility of events or content at any time if we believe they violate these Terms, create risk, may be unlawful, may cause harm, or may expose Gift Together or others to liability.

8. Wishlists, Gift Funds, and Group Contributions

Gift Together may allow users to create wishlists, registry-style lists, group gift pages, contribution funds, event funds, honeymoon funds, baby registries, birthday gift funds, graduation gift funds, memorial funds, fundraiser pages, community support pages, and similar experiences.

Unless expressly stated otherwise, all monetary contributions made through Gift Together are voluntary monetary gifts from the contributor to the applicable host, recipient, organizer, or beneficiary.

A contribution is not a purchase of any wishlist item, product, service, experience, event admission, or other good from Gift Together.

Wishlist items, suggested gifts, gift links, gift descriptions, estimated prices, product images, merchant links, funding goals, and contribution allocations are provided for convenience, inspiration, and coordination only.

A contributor does not acquire any ownership interest, security interest, purchase right, or other claim to a particular wishlist item or to the contributed funds by making a contribution.

Gift Together does not guarantee:

- That a wishlist item is available, accurate, authentic, suitable, safe, legal, or deliverable.
- That prices, merchant links, shipping costs, taxes, or availability are accurate or current.
- That contributed funds will be used to purchase the specific item displayed.
- That a host or recipient will purchase any particular product, service, or experience.
- That contributions will be used in any particular manner unless expressly required by applicable law.
- That a host, recipient, organizer, or beneficiary will fulfill statements or intentions appearing on an event page, wishlist, public moment, or fundraiser page.
- That any gift, product, service, experience, event, or use of funds will meet a contributor's expectations.

Hosts, recipients, and organizers are responsible for accurately describing gift goals, intended uses of funds, wishlists, events, public causes, and other contribution-related information.

Contributors are responsible for reviewing event information, recipient information, contribution terms, fees, refund terms, and applicable disclosures before contributing.

By submitting a contribution, the contributor acknowledges and agrees that the contribution is a voluntary monetary gift and is generally final and non-refundable, subject to Section 13 below.

9. Contributions, Payments, Payouts, and Payment Processors

Gift Together may allow users to make monetary contributions, purchase Premium features, subscribe to paid plans, support public moments, and request withdrawals or payouts.

Payment processing and payouts may be provided by third-party payment processors, including Stripe.

By using payment-related features, you agree to comply with the applicable payment processor's terms, policies, identity-verification requirements, and other applicable rules.

Gift Together currently uses Stripe Connect to facilitate certain host payment and payout functionality. Hosts who receive funds may be required to establish or maintain a Stripe Express connected account and provide information required by Stripe for identity verification, banking, compliance, fraud prevention, tax reporting, or payout purposes.

Gift Together may collect, maintain, or display payment-related information, including:

- Contribution amounts.
- Transaction status.
- Funding progress.
- Payment method type.
- Gift Together service fees.
- Payment-processing fees.
- Withdrawal or payout costs.
- Available and pending balances.
- Refund status.
- Dispute or chargeback status.
- Reserve or hold amounts.
- Payout status.
- Related transaction records.

You authorize Gift Together and its payment processors to charge, debit, credit, hold, reserve, transfer, reverse, refund, offset, recover, or otherwise process amounts as reasonably necessary to:

- Provide the Services.
- Process contributions and payouts.
- Assess fees.
- Address refunds, reversals, disputes, and chargebacks.
- Recover amounts owed to Gift Together or its payment processors.
- Prevent or investigate fraud or abuse.
- Maintain reserves or security holds.
- Comply with law, payment-network requirements, or processor requirements.

- Enforce these Terms.

Gift Together may delay, deny, cancel, reverse, restrict, hold, reserve, review, or suspend a transaction, transfer, withdrawal, or payout if we determine, in our discretion, that:

- A transaction may be fraudulent, suspicious, unauthorized, unlawful, or high risk.
- A contribution or event may violate these Terms or applicable law.
- A payment processor, financial institution, card network, app store, regulator, or legal authority requires or recommends such action.
- A user has violated these Terms.
- There is a refund request, dispute, chargeback, complaint, investigation, or suspected misuse.
- Additional identity, banking, ownership, or account verification is required.
- A transaction is associated with prohibited or restricted activity.
- A user's account or connected payment account has a negative balance or insufficient available funds.
- Additional risk controls are reasonably necessary to protect Gift Together, contributors, hosts, payment processors, or other users.

Gift Together may apply a security hold before funds become eligible for withdrawal. The standard hold period may be displayed in the Services and may be extended where additional fraud, risk, compliance, dispute, or verification concerns exist.

Funds displayed as pending, available, or eligible for withdrawal remain subject to adjustments resulting from refunds, reversals, disputes, chargebacks, processor fees, reserves, corrections, or other payment-related activity.

Payout timing is not guaranteed and may depend on payment processors, financial institutions, card networks, compliance reviews, verification requirements, weekends, holidays, account status, fraud-prevention checks, and other factors outside Gift Together's control.

10. No Banking, Escrow, Fiduciary, or Charitable Relationship

Gift Together is not a bank, escrow service, trustee, fiduciary, investment adviser, financial adviser, charity, nonprofit organization, or professional fundraising adviser unless expressly stated otherwise in writing.

Gift Together provides technology that enables users to coordinate events, contributions, wishlists, and related payment activity through third-party payment providers.

Funds processed through Gift Together are not deposits, bank accounts, stored-value accounts, investment accounts, or insured accounts maintained by Gift Together.

Any delay between receipt of a contribution and eligibility for payout, including a security hold or risk-related hold, does not create an escrow, fiduciary, trust, banking, or custodial relationship between Gift Together and any user.

Gift Together does not provide tax, legal, financial, investment, fundraising, or accounting advice.

Hosts, recipients, organizers, contributors, and beneficiaries are responsible for determining the legal, tax, charitable, accounting, and regulatory implications of their use of the Services.

11. Fees

Gift Together may charge service fees, subscription fees, payment-processing fees, withdrawal or payout-related charges, premium feature fees, taxes, or other disclosed charges in connection with the Services.

Standard Accounts

Unless otherwise displayed at the time of the transaction, hosts using the Standard version of Gift Together may be charged a **4.5% Gift Together service fee** on eligible monetary contributions.

Standard hosts may also be responsible for applicable third-party payment-processing, connected-account, transfer, payout, currency-conversion, international-card, tax, or similar costs.

These third-party costs are separate from Gift Together's 4.5% service fee.

Premium Accounts

Hosts with an active qualifying Premium subscription generally pay a **0% Gift Together service fee** on eligible monetary contributions while their Premium subscription remains active.

Standard third-party payment-processing fees still apply to Premium users unless expressly stated otherwise.

Gift Together may pay or absorb certain standard Stripe Connect account or payout costs for qualifying Premium users as a Premium membership benefit.

The availability and scope of any waived or included fees may be subject to eligibility requirements, subscription status, payment method, currency, jurisdiction, transaction type, or other disclosed limitations.

Payment-Processing Fees

Payment-processing fees are assessed by third-party payment processors and may vary based on payment method, card type, country, currency, or other factors.

For eligible U.S. domestic card transactions, the standard processing rate displayed by Gift Together may currently be **2.9% + $0.30 per successful transaction**, subject to change by the processor.

Payment-processing fees are generally assessed separately on each successful contribution.

Withdrawal and Connected-Account Costs

For Standard hosts, applicable Stripe connected-account or payout-related costs may be deducted or otherwise recovered in connection with withdrawals or payouts.

For qualifying Premium hosts, Gift Together may absorb certain standard connected-account and payout-related costs.

Specific applicable fees will be disclosed in the Services or in the withdrawal summary where reasonably practicable.

General Fee Terms

Fees may be deducted from contributions, balances, transfers, withdrawals, payouts, credits, or other amounts otherwise payable to a host.

Gift Together may change its fees, pricing, membership benefits, subscription plans, or fee structure prospectively.

Unless required by law or expressly stated otherwise, fees are non-refundable.

Third-party payment-processing, Connect, currency-conversion, or related fees associated with an original transaction may not be returned if a transaction is later refunded. Stripe currently states that original payment-processing, Connect, and currency-conversion fees are not returned when a payment is refunded.

12. Premium Features, Subscriptions, and In-App Purchases

Gift Together may offer Standard features, Premium features, paid subscriptions, promotional trials, premium templates, business plans, or other paid products.

Premium benefits may include, among other things:

- 0% Gift Together service fees on eligible contributions.
- Gift Together-paid standard connected-account or payout costs where expressly included.
- Additional RSVP capacity.
- Co-host functionality.
- Premium invitation designs.
- Scheduled invitations.
- Premium delivery styles.
- Thank-you cards.
- Additional photo or video functionality.
- Guest chat.
- AI-powered features.
- Analytics.
- Additional customization.
- Other benefits displayed within the Services.

Payment-processing fees and other third-party fees may still apply to Premium users unless expressly stated otherwise.

Premium fee treatment applies only while the applicable Premium subscription is active and in good standing.

If a Premium subscription expires, is canceled, refunded, revoked, or otherwise becomes inactive, future transactions may become subject to Standard account fees.

Purchases made through Apple App Store, Google Play, or another app store may be governed by that app store's billing, renewal, cancellation, and refund rules.

Gift Together may not be able to directly cancel or refund purchases made through an app store.

Subscriptions may renew automatically unless canceled before the renewal date through the applicable subscription-management settings.

Deleting the Gift Together app does not necessarily cancel a subscription.

13. Contributions, Refunds, and Event Cancellations

Contributions Are Monetary Gifts

Unless expressly stated otherwise, monetary contributions made through Gift Together are voluntary monetary gifts to the applicable host, recipient, organizer, or beneficiary.

Contributions are not purchases from Gift Together.

Gift Together does not sell, manufacture, fulfill, ship, deliver, guarantee, or warrant wishlist items, products, experiences, services, or events funded through contributions.

Contributions Are Generally Final and Non-Refundable

Except where required by applicable law or expressly approved by Gift Together, contributions are final and non-refundable once submitted.

A contributor is not entitled to a refund solely because:

- The contributor changes their mind.
- The contributor no longer wishes to support the host or recipient.
- The contributor does not attend an event.
- An event is postponed, rescheduled, changed, or canceled.
- A wishlist item becomes unavailable.
- A host purchases a different item from the one originally displayed.
- A host does not purchase a particular wishlist item.
- The value, price, availability, or description of a wishlist item changes.
- The contributor disagrees with how the host or recipient ultimately uses the contributed funds.
- The contributor has a personal disagreement with a host, recipient, organizer, or beneficiary.

Discretionary Refunds

Gift Together may, but is not required to, approve a full or partial refund, credit, reversal, or adjustment in its sole or reasonable discretion, subject to applicable law and payment-processor requirements.

Circumstances in which Gift Together may consider a refund include, without limitation:

- Duplicate contributions.
- Material payment errors.
- An incorrect contribution amount that is promptly reported.
- Unauthorized transactions.
- Suspected fraud.

- A violation of these Terms.
- A fraudulent or materially misleading event or contribution request.
- A payment-processor or card-network requirement.
- A legal or regulatory requirement.
- Other circumstances Gift Together determines warrant an exception.

Submitting a refund request does not guarantee that a refund will be approved.

Gift Together's decision to grant a refund in one instance does not create an obligation to grant refunds in similar or future cases.

Funds Already Withdrawn or Paid Out

Refund availability may depend on whether the applicable funds remain available through Gift Together or its payment processor.

If funds have already been transferred, withdrawn, or paid out to a host, recipient, organizer, beneficiary, or other party, Gift Together may decline a voluntary refund request unless required by law or otherwise determined appropriate by Gift Together.

If Gift Together approves or is required to issue a refund after funds have been transferred or paid out, the applicable host or recipient may be responsible for reimbursing Gift Together for the refunded amount and related costs as provided in these Terms.

Processing Costs Associated With Refunds

Where permitted by law, any payment-processing, Connect, currency-conversion, banking, or other third-party transaction costs that are not returned by the applicable payment provider may remain the responsibility of the host, recipient, contributor, or other party as determined by Gift Together and disclosed in connection with the refund.

Event Cancellations

Canceling, postponing, ending, deleting, or modifying an event does not automatically cause contributions to be refunded.

Hosts are responsible for communicating material event changes to their guests and contributors.

Gift Together may determine whether refunds, reversals, holds, or other actions are appropriate following a cancellation, suspected fraud, violation of these Terms, or other exceptional circumstances.

14. Chargebacks, Payment Disputes, Negative Balances, and Recovery

A chargeback, card dispute, bank reversal, or other payment dispute is separate from a voluntary refund request.

If a contributor disputes a transaction through a bank, card issuer, payment processor, or payment network, the dispute will be handled under applicable payment-network and processor rules.

Gift Together may provide relevant information to Stripe, banks, card networks, app stores, payment processors, financial institutions, or legal authorities in connection with a dispute, including:

- Transaction records.

- Account information.
- Contribution details.
- Event details.
- Wishlist information.
- Communications.
- Refund records.
- Authentication information.
- Other relevant records.

Host Responsibility for Disputes and Reversals

To the extent permitted by law, hosts and recipients are financially responsible for refunds, reversals, chargebacks, disputes, negative balances, and other payment adjustments attributable to contributions credited, transferred, or paid to them.

If a refund, reversal, chargeback, dispute, or other adjustment occurs, Gift Together may:

- Deduct the amount from funds that have not yet been withdrawn.
- Reduce the host's available or pending balance.
- Reverse or reduce a transfer where supported.
- Offset the amount against future contributions or payouts.
- Hold or reserve future funds.
- Delay, pause, or suspend future withdrawals.
- Recover the amount from the host's connected account where permitted.
- Require the host or recipient to repay Gift Together directly.
- Use any other lawful recovery method reasonably available to Gift Together.

Hosts authorize Gift Together to make such offsets, deductions, holds, reserves, and recoveries to the extent permitted by applicable law, payment-processor rules, and any applicable connected-account agreement.

Negative Balances

A refund, dispute, reversal, processor fee, or other adjustment may cause a host's connected account or Gift Together's payment platform balance to become negative.

Where Gift Together bears payment-processor liability for a negative balance arising from activity associated with a host, Gift Together may seek reimbursement or recovery from that host as described above.

Gift Together may establish reserves, security holds, minimum balances, payout delays, or other risk controls for accounts with heightened refund, fraud, dispute, or negative-balance risk.

Excessive or Improper Disputes

Gift Together may suspend, restrict, review, or terminate accounts associated with excessive, abusive, fraudulent, or improper refund requests, disputes, or chargebacks.

Users agree to cooperate with Gift Together in investigating and resolving unauthorized-payment claims, fraud claims, refund requests, chargebacks, disputes, and other payment issues.

Nothing in these Terms limits rights that cannot lawfully be waived under applicable consumer-protection, payment-network, or other applicable laws.

15. Taxes

You are solely responsible for determining and paying any taxes, duties, charges, reporting obligations, or withholding obligations that may apply to your use of the Services, including contributions received, gifts received, fundraisers, business gifting, public campaigns, promotional payments, sponsored events, or other transactions.

Gift Together may collect tax information, issue tax forms, report transactions, withhold amounts, or provide information to tax authorities where required by law.

Gift Together does not provide tax advice. You should consult a qualified tax professional regarding your specific circumstances.

16. User Content

The Services may allow you to create, upload, post, send, display, store, or share content, including event titles, descriptions, invitations, photos, videos, messages, comments, reactions, gift messages, thank-you notes, profile information, wishlist items, public moment content, fundraiser descriptions, AI prompts, AI-generated content, reviews, testimonials, and other materials, collectively referred to as “User Content.”

You retain ownership of your User Content, subject to the license you grant below.

You are solely responsible for your User Content and the consequences of posting, sharing, sending, or publishing it.

You represent and warrant that:

- You own or have the necessary rights to your User Content.
- Your User Content does not violate any law, contract, privacy right, publicity right, intellectual property right, or other right of any person or entity.
- Your User Content complies with these Terms and all applicable policies.
- You have obtained appropriate consent from any person whose name, image, likeness, voice, contact information, or personal information appears in your User Content.

17. License to User Content

By uploading, posting, sending, submitting, or otherwise making User Content available through the Services, you grant Gift Together a worldwide, non-exclusive, royalty-free, sublicensable, transferable license to host, store, reproduce, display, perform, distribute, modify, adapt, format, translate, create derivative works from, and otherwise use your User Content as necessary to operate, provide, improve, promote, and protect the Services.

This license allows Gift Together to:

- Display event pages and invitations.
- Deliver messages, RSVPs, photos, videos, and gift notes.
- Share content with hosts, guests, co-hosts, contributors, recipients, and other intended viewers.
- Generate previews, thumbnails, recaps, and formatted displays.
- Operate public moments and community pages.
- Moderate, review, and secure the Services.
- Improve product performance and user experience.
- Promote Gift Together where you have made content public or otherwise authorized promotional use.

This license ends when your User Content is deleted from the Services, except that copies may continue to exist in backups, archives, legal records, transaction records, shared event pages, recipient communications, cached copies, public posts, or other places where retention is permitted by law or technically necessary.

18. Public Content and Promotional Use

If you make content public, submit a testimonial, participate in a public campaign, tag Gift Together on social media, submit feedback, join an ambassador program, participate in a sponsored moment, or otherwise authorize promotional use, Gift Together may use your name, likeness, username, event content, comments, testimonials, images, videos, and related content for marketing, advertising, publicity, social media, investor materials, website content, app store listings, case studies, and other promotional purposes, subject to applicable law.

Where required, Gift Together will obtain additional consent before using your content for promotional purposes.

19. Content Moderation and Removal

Gift Together may, but is not obligated to, monitor, review, moderate, screen, remove, restrict, hide, disable, or refuse User Content at any time.

We may take action if we believe content:

- Violates these Terms.
- Is unlawful, harmful, abusive, harassing, hateful, threatening, violent, defamatory, obscene, sexually explicit, exploitative, fraudulent, misleading, or invasive of privacy.

- Violates intellectual property, privacy, publicity, or contractual rights.
- Promotes scams, illegal activity, unsafe behavior, or regulated goods or services.
- Creates risk for users, Gift Together, or third parties.
- Is spam, malware, phishing, impersonation, or platform abuse.
- Is inconsistent with the purpose, safety, or integrity of the Services.

Gift Together may suspend or terminate accounts associated with prohibited content.

20. Prohibited Uses

You may not use the Services to:

- Violate any law, regulation, rule, court order, or third-party right.
- Commit fraud, deception, misrepresentation, theft, money laundering, or unauthorized transactions.
- Create fake events, fake fundraisers, fake gift pages, fake recipients, or misleading contribution requests.
- Misrepresent the purpose of a gift fund, event, public moment, fundraiser, or contribution page.
- Impersonate any person or entity.
- Harass, threaten, bully, shame, exploit, stalk, or harm others.
- Post or share hateful, discriminatory, violent, sexually explicit, exploitative, defamatory, or abusive content.
- Upload content involving minors without appropriate rights, consent, and safeguards.
- Collect, scrape, harvest, or misuse user information.
- Send spam, unsolicited messages, chain letters, pyramid schemes, or deceptive invitations.
- Interfere with the Services or attempt to bypass security measures.
- Reverse engineer, copy, modify, or create derivative works of the Services except where permitted by law.
- Use bots, crawlers, scrapers, automation, or unauthorized tools to access the Services.
- Upload viruses, malware, spyware, harmful code, or malicious content.
- Use the Services for gambling, raffles, lotteries, illegal contests, illegal fundraising, or unlawful financial activity.
- Use the Services to sell or promote prohibited goods or services.
- Use the Services to evade payment processor, app store, or financial compliance rules.
- Use the Services in a way that may damage Gift Together's reputation, systems, users, partners, or business.

21. Prohibited Gifts, Funds, and Transactions

You may not use the Services to request, collect, contribute, transfer, promote, or facilitate funds, gifts, events, products, services, or activities involving:

- Illegal goods or services.
- Fraudulent, deceptive, or misleading campaigns.
- Weapons, explosives, or regulated weapons.
- Controlled substances, illegal drugs, or drug paraphernalia.
- Adult sexual services or exploitative content.
- Human trafficking, exploitation, or abuse.
- Hate groups, extremist organizations, or violent organizations.
- Terrorist activity or support.
- Gambling, betting, lotteries, raffles, or games of chance unless expressly permitted and legally compliant.
- Counterfeit goods or stolen property.
- Money laundering, sanctions violations, or evasion of financial regulations.
- Unauthorized charitable solicitation.
- Medical claims, miracle cures, or unsafe health products.
- Political contributions where prohibited or not supported by Gift Together.
- Anything else Gift Together determines, in its discretion, may be unsafe, unlawful, high risk, or inconsistent with the Services.

Gift Together may update its prohibited use rules at any time.

22. Fundraisers, Donations, Memorial Funds, and Public Causes

Gift Together may allow users to create fundraisers, donation-style pages, public causes, memorial funds, community support moments, nonprofit campaigns, or similar experiences.

Unless expressly identified otherwise, contributions made through these features are processed under the same contribution, payment, refund, fee, dispute, and payout terms described elsewhere in these Terms.

Gift Together does not automatically treat a contribution as a tax-deductible charitable donation.

Unless expressly stated otherwise, Gift Together does not verify the truth, accuracy, legality, charitable status, tax deductibility, identity, need, intended use of funds, or legitimacy of any fundraiser, recipient, organizer, beneficiary, or public cause.

Contributors are responsible for evaluating whether and how much to contribute.

Hosts, organizers, and recipients are responsible for:

- Providing truthful and accurate information.
- Using funds lawfully and consistently with material representations made to contributors.
- Complying with fundraising, charitable solicitation, tax, consumer-protection, and financial laws.
- Obtaining required permits, registrations, approvals, and disclosures.
- Communicating material changes to contributors.
- Issuing receipts or acknowledgments where legally required.
- Cooperating with refunds, reversals, disputes, chargebacks, investigations, and payment-processor requirements.

Gift Together may remove, restrict, pause, review, reserve, freeze, or require additional verification for fundraisers, public causes, or associated payouts at any time where we determine such action is appropriate to protect users, comply with law, enforce these Terms, or reduce payment or fraud risk.

23. Business, Corporate, Sponsored, and Partner Uses

Gift Together may offer business, corporate, sponsor, venue, nonprofit, school, employer, creator, influencer, or brand partnership features.

Business users are responsible for complying with all applicable laws, including advertising laws, employment laws, gift rules, anti-bribery laws, sweepstakes and promotion laws, tax laws, consumer protection laws, privacy laws, and industry-specific regulations.

Sponsored events, branded templates, collaborator tags, business gifting, influencer campaigns, and partner promotions may be subject to additional terms.

Gift Together may require additional verification, agreements, approvals, or fees for business, sponsored, or partner uses.

24. AI Features

Gift Together may provide AI-powered features, including AI invite copy, AI wishlist suggestions, AI gift ideas, AI event descriptions, AI thank-you card drafts, AI template recommendations, AI event recaps, or similar tools.

AI-generated content may be inaccurate, incomplete, offensive, biased, outdated, or unsuitable. You are responsible for reviewing and editing AI-generated content before using, sending, posting, publishing, or relying on it.

You may not submit sensitive personal information, confidential information, payment credentials, government identification numbers, passwords, trade secrets, or information about others to AI features unless you have the right to do so and the feature is intended for that purpose.

Gift Together may use third-party AI providers to provide AI features. Use of AI features may be subject to additional terms or limits.

Gift Together does not guarantee that AI outputs will be unique, accurate, legally compliant, or free from third-party rights.

25. Intellectual Property

The Services, including software, designs, text, graphics, logos, icons, images, templates, animations, invitation designs, user interface, branding, trademarks, service marks, trade names, code, content, features, functionality, and all related intellectual property, are owned by Gift Together or its licensors.

Except as expressly permitted by these Terms, you may not copy, reproduce, modify, distribute, sell, lease, license, publicly display, publicly perform, create derivative works from, reverse engineer, or exploit any part of the Services without Gift Together's prior written consent.

Gift Together grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Services for your personal, event-related, or authorized business use in accordance with these Terms.

No rights are granted except as expressly stated.

26. Templates, Designs, and Digital Assets

Gift Together may provide invitation templates, event designs, icons, images, fonts, stickers, animations, delivery styles, card designs, thank-you card templates, AI-generated layouts, or other digital assets.

You may use Gift Together-provided templates and assets solely within the Services or as expressly permitted by Gift Together.

You may not extract, resell, redistribute, sublicense, copy, or use Gift Together templates or digital assets outside the Services unless expressly authorized.

Some templates, images, fonts, music, stickers, or design elements may be subject to third-party licenses and usage restrictions.

27. Feedback

If you provide feedback, ideas, suggestions, concepts, feature requests, improvements, or other input to Gift Together, you grant Gift Together a worldwide, perpetual, irrevocable, royalty-free license to use, copy, modify, distribute, display, commercialize, and otherwise exploit that feedback without restriction or compensation to you.

Gift Together is not obligated to use your feedback or keep it confidential.

28. Third-Party Services and Links

The Services may link to or integrate with third-party websites, apps, retailers, payment processors, gift merchants, shipping providers, social media platforms, authentication providers, calendars, contact tools, analytics providers, app stores, AI providers, or other third-party services.

Gift Together does not control and is not responsible for third-party services, products, content, policies, practices, availability, accuracy, security, fees, refunds, shipping, taxes, or performance.

Your use of third-party services is governed by the third party's terms and privacy policies.

Gift Together is not responsible for losses, disputes, delays, defects, failures, unauthorized charges, or damages arising from third-party services.

29. App Stores

If you download or purchase the Services through the Apple App Store, Google Play, or another app store, your use may also be governed by that app store's terms and policies.

App store providers may handle billing, renewals, cancellations, refunds, taxes, and account management for in-app purchases or subscriptions.

To the extent these Terms conflict with applicable app store terms, the app store terms may control solely with respect to your relationship with the app store.

Apple, Google, and other app store providers are not responsible for providing maintenance or support for the Services unless required by applicable app store terms.

30. SMS, Email, and Push Notifications

By using the Services, you may receive service-related communications, including invitations, RSVP messages, reminders, event updates, contribution confirmations, receipts, security alerts, account notices, and support messages.

If you provide a phone number, you consent to receive SMS or text messages related to the Services. Message and data rates may apply. Message frequency may vary.

You may opt out of promotional SMS messages by replying “STOP” where available. You may opt out of certain emails using unsubscribe links. However, you may still receive transactional or service-related messages.

Gift Together does not guarantee delivery of SMS, email, push notifications, or other communications.

31. Privacy

Your use of the Services is subject to our Privacy Policy, which explains how we collect, use, disclose, and protect personal information.

By using the Services, you acknowledge that you have read and understand our Privacy Policy.

If you provide personal information about another person, including guest contact information, recipient information, photos, videos, or event details, you represent that you have the right to provide that information and that your use complies with applicable law.

32. Account Suspension and Termination

Gift Together may suspend, restrict, disable, or terminate your account or access to the Services at any time, with or without notice, if we believe:

- You violated these Terms or our policies.
- Your use creates legal, financial, security, reputational, or operational risk.
- Your account is involved in fraud, abuse, spam, chargebacks, disputes, or suspicious activity.
- Your content or activity may harm users, Gift Together, or third parties.
- We are required to do so by law, payment processors, app stores, banks, card networks, or legal authorities.

- Your account has been inactive for an extended period.
- We discontinue or modify the Services.

Upon termination, your right to use the Services will immediately cease. Certain provisions of these Terms will survive termination, including provisions related to payments, fees, taxes, User Content licenses, intellectual property, disclaimers, limitations of liability, indemnification, disputes, arbitration, and governing law.

Termination may not automatically delete content, transaction records, messages, event pages, contribution records, backups, or information we are permitted or required to retain.

33. Service Availability and Changes

Gift Together may modify, suspend, discontinue, replace, limit, or remove any part of the Services at any time without liability.

We do not guarantee that the Services will always be available, uninterrupted, secure, error-free, or compatible with every device, browser, operating system, carrier, app store, or third-party service.

The Services may be unavailable due to maintenance, outages, updates, security issues, provider failures, network problems, legal restrictions, force majeure events, or other reasons.

Gift Together may release updates, patches, feature changes, or new versions. You may need to install updates to continue using certain features.

34. Beta Features

Gift Together may offer beta, experimental, pilot, early access, or preview features.

Beta features may be incomplete, unstable, inaccurate, unavailable, changed, discontinued, or subject to additional terms.

Gift Together makes no guarantees regarding beta features and may collect feedback or usage information to improve them.

35. Disclaimers

The Services are provided on an “as is” and “as available” basis.

To the fullest extent permitted by law, Gift Together disclaims all warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, title, non-infringement, quiet enjoyment, accuracy, availability, reliability, security, and course of dealing.

Gift Together does not warrant that:

- The Services will be uninterrupted, secure, timely, or error-free.
- Event pages, invitations, messages, RSVPs, reminders, or notifications will be delivered or received.
- Payments, contributions, payouts, refunds, or transactions will be completed within any particular timeframe.
- User Content, event information, fundraiser details, gift descriptions, wishlist items, prices, merchant links, or AI outputs will be accurate or reliable.

- Events, gifts, fundraisers, recipients, hosts, contributors, or users are legitimate, safe, truthful, or compliant with law.
- Any particular result, gift, event outcome, attendance, contribution amount, or fundraising goal will be achieved.

You use the Services at your own risk.

36. Limitation of Liability

To the fullest extent permitted by law, Gift Together and its affiliates, officers, directors, employees, agents, contractors, licensors, service providers, and partners will not be liable for any indirect, incidental, special, consequential, exemplary, punitive, or enhanced damages, including lost profits, lost revenue, lost data, loss of goodwill, event cancellation losses, contribution disputes, payment delays, reputational harm, emotional distress, personal injury, property damage, or business interruption, arising out of or related to your use of or inability to use the Services.

To the fullest extent permitted by law, Gift Together's total liability for any claim arising out of or related to the Services or these Terms will not exceed the greater of:

- The amount you paid directly to Gift Together for the Services giving rise to the claim during the six months before the claim arose; or
- One hundred U.S. dollars.

Some jurisdictions do not allow certain limitations of liability, so some limitations may not apply to you.

37. Indemnification

To the fullest extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Gift Together and its affiliates, officers, directors, employees, agents, contractors, licensors, service providers, and partners from and against third-party claims, damages, losses, liabilities, judgments, penalties, costs, and reasonable attorneys' fees, **to the extent arising from or caused by**:

- Your material breach of these Terms or any applicable Gift Together policy.
- Your violation of applicable law or the rights of another person or entity.
- Your fraud, intentional misconduct, gross negligence, or willful misuse of the Services.
- User Content that you submit, publish, upload, distribute, or otherwise make available through the Services, including claims that such content infringes or violates a third party's intellectual property, privacy, publicity, or other rights.
- Your material misrepresentation regarding an event, fundraiser, wishlist, gift fund, recipient, beneficiary, intended use of funds, or other information provided through the Services.
- Your unlawful, fraudulent, unauthorized, or materially misleading use of contributions or funds received through the Services.
- Your failure to obtain permissions, consents, licenses, registrations, permits, or approvals that you are legally required to obtain in connection with your activities on the Services.
- A dispute between you and another user, guest, host, contributor, recipient, organizer, merchant, venue, vendor, or third party, **but only to the extent the claim results from your breach of these Terms, violation of law, or wrongful conduct described above.**

You will not be required to indemnify Gift Together to the extent a claim, loss, or liability is caused by Gift Together's own gross negligence, willful misconduct, material breach of these Terms, or violation of applicable law.

Gift Together will provide reasonable notice of any claim for which indemnification is sought. Gift Together may assume control of the defense of such claim using counsel of its choosing, provided that you will not be responsible for unreasonable or unnecessary defense costs. You agree to reasonably cooperate in the defense.

Gift Together will not enter into a settlement that imposes a material non-monetary obligation on you, requires an admission of wrongdoing by you, or imposes liability on you beyond your indemnification obligations under these Terms without your prior written consent, which will not be unreasonably withheld.

Except in cases involving fraud, intentional misconduct, willful misconduct, misappropriation or misuse of funds, infringement or violation of third-party rights, or violations of applicable law, your aggregate liability under this Section will not exceed the greater of:

1. the total amount you received through Gift Together during the twelve (12) months preceding the event giving rise to the claim; or

2. $1,000.

Nothing in this Section limits any liability that cannot lawfully be limited or excluded.

38. User Disputes

You are solely responsible for your interactions and disputes with other users, hosts, guests, co-hosts, contributors, recipients, organizers, vendors, merchants, venues, sponsors, or third parties.

Gift Together may, but is not obligated to, help facilitate communication or review disputes.

Gift Together is not responsible for resolving disputes regarding:

- Event attendance or cancellation.
- Guest behavior.
- Gift selection or use of funds.
- Contribution refunds.
- Fundraiser legitimacy.
- Recipient conduct.
- Host communications.
- Public or private event content.
- Merchant products or shipping.
- Venue issues.
- Third-party service failures.

You release Gift Together from claims, demands, damages, losses, and liabilities arising from disputes with other users or third parties.

39. Arbitration Agreement and Class Action Waiver

Please read this section carefully. It may significantly affect your legal rights.

To the fullest extent permitted by law, you and Gift Together agree that any dispute, claim, or controversy arising out of or relating to these Terms, the Services, your account, payments, contributions, events, User Content, or your relationship with Gift Together will be resolved through binding individual arbitration, rather than in court, except as described below.

You and Gift Together waive the right to a jury trial and the right to participate in a class action, class arbitration, collective action, private attorney general action, or representative proceeding.

The arbitration will take place in Palm Beach County, FL, unless the parties agree otherwise or the arbitration provider permits remote proceedings.

You may bring claims only in your individual capacity and not as a plaintiff or class member in any class, collective, consolidated, or representative action.

Exceptions: Either party may bring an individual claim in small claims court if eligible. Either party may seek injunctive or equitable relief in court for intellectual property misuse, unauthorized access, security violations, or misuse of confidential information.

If this arbitration agreement is found unenforceable, the unenforceable portion will be severed, and the remaining provisions will remain in effect to the fullest extent permitted by law.

40. Governing Law

These Terms are governed by the laws of the State of Florida, without regard to conflict of law principles, except to the extent federal law applies or applicable consumer protection laws require otherwise.

Subject to the arbitration agreement above, any court proceeding must be brought in the state or federal courts located in Palm Beach County, FL, and you consent to the jurisdiction and venue of those courts.

41. Changes to These Terms

Gift Together may update these Terms from time to time.

If we make material changes, we may notify you by posting updated Terms, changing the “Last Updated” date, sending an email, providing an in-app notice, or using another legally appropriate method.

Your continued use of the Services after updated Terms become effective means you accept the updated Terms.

If you do not agree to the updated Terms, you must stop using the Services.

42. Additional Terms

Certain features may be subject to additional terms, including:

- Payment terms.
- Subscription terms.

- Refund policies.
- Promotion rules.
- Ambassador program terms.
- Business user terms.
- Sponsored event terms.
- Fundraiser terms.
- Community guidelines.
- App store terms.
- AI feature terms.
- Partner terms.

If additional terms conflict with these Terms, the additional terms will control only for the specific feature or service to which they apply.

43. Electronic Communications and Signatures

You agree that Gift Together may provide notices, agreements, disclosures, receipts, updates, and other communications electronically, including by email, SMS, in-app notice, push notification, or posting through the Services.

You agree that electronic communications satisfy any legal requirement that communications be in writing.

You consent to using electronic signatures, electronic agreements, and electronic records in connection with the Services.

44. Assignment

You may not assign or transfer these Terms or your rights or obligations under these Terms without Gift Together's prior written consent.

Gift Together may assign or transfer these Terms, in whole or in part, without restriction, including in connection with a merger, acquisition, financing, reorganization, sale of assets, or by operation of law.

45. Severability

If any provision of these Terms is found invalid, unlawful, or unenforceable, that provision will be enforced to the maximum extent permitted by law, and the remaining provisions will remain in full force and effect.

46. No Waiver

Gift Together's failure to enforce any provision of these Terms does not waive our right to enforce that provision or any other provision later.

47. Entire Agreement

These Terms, together with the Privacy Policy and any additional terms or policies referenced herein, constitute the entire agreement between you and Gift Together regarding the Services and supersede any prior or contemporaneous agreements, communications, or understandings.

48. Contact Information

If you have questions about these Terms, contact us at:

Gift Together Legal Team: support@gifttogether.app

Website: www.gifttogether.app

For privacy-related requests, please contact **support@gifttogether.app**.

For payment, contribution, or refund support, please contact **support@gifttogether.app**.