

# Terms of Service (TOS)

## 1. Digital Gift Card Purchase Agreement

By clicking the "Submit Payment" button, you acknowledge, understand, and agree to the following terms regarding your purchase of a digital gift card (referred to herein as the "Card"):

1. **Nature of Purchase:** You are purchasing a non-refundable digital gift card which is immediately redeemable for goods and services offered by ChargX, LLC (or its authorized partners/merchants), either at the time of purchase or at a later date.
2. **Payment and Card Issuance:** Each individual, successful payment transaction you make will constitute the purchase and issuance of a new, distinct digital gift card. This applies to:
  - Separate transactions made on the same day.
  - Recurring payments, such as those made for subscriptions for goods or services.
3. **Agreement to Terms:** Your action of clicking the "Submit Payment" button serves as your explicit electronic signature and irrevocable agreement to these Terms of Service. Once payment is submitted, the sale of the digital gift card is final.

## 2. Refund Policy

The following refund terms govern the purchase and redemption of the digital gift card:

1. **Card Purchase is Final:** The purchase of the digital gift card itself is non-refundable. ChargX, LLC does not issue cash refunds, credit card refunds, or any other form of reimbursement for the purchase of the Card.
2. **Refunds for Goods/Services:** Any potential refund to you will be solely related to the goods and/or services purchased from the merchant *after* the digital gift card has been redeemed. Such refunds are governed entirely by the specific refund policy of that independent merchant. You must direct all refund inquiries regarding goods or services

to the applicable merchant. ChargX, LLC is not responsible for, nor will it process, refunds for goods or services purchased using the Card.

### 3. Limitation of Liability

You understand and agree that ChargX, LLC's financial liability is strictly limited as follows:

1. **Limited Warranty:** The digital gift card is provided on an "as-is" and "as-available" basis. ChargX makes no warranties, express or implied, regarding the Card's suitability for a particular purpose, security, or error-free operation.
2. **Indemnification for Card Value:** In the event of an error, technical failure, or breach directly attributable to ChargX that results in the loss of the Card's value, ChargX's sole and maximum liability shall be limited to reissuing a new Card equivalent to the unspent, verified balance of the lost Card at the time the loss occurred.
3. **Exclusion of Consequential Damages:** To the fullest extent permitted by applicable law, in no event shall ChargX, its affiliates, directors, or employees be liable for any indirect, incidental, punitive, special, or consequential damages (including, but not limited to, damages for loss of profits, revenue, data, or use) arising from or in connection with the purchase or use of the Card, even if advised of the possibility of such damages.

### 4. Privacy Policy

Your use of this site and purchase of the digital gift card are subject to ChargX's Privacy Policy, which details how we collect, use, and protect your personal information. You can review the full Privacy Policy here: [chargx.io/privacypolicy](https://chargx.io/privacypolicy).

### 5. Governing Law

These Terms of Service and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Florida, USA, without regard to its conflict of law provisions. You agree to submit to the exclusive jurisdiction of the state and federal courts located in the State of Florida.

