

## Liability Disclaimer

**Effective Date:** [08/01/2025]

**Last Updated:** [10/07/2025]

This Liability Disclaimer (“**Disclaimer**”) applies to all use of the **No Gifts Please, Inc.** (“**No Gifts Please**,” “**we**,” “**our**,” or “**us**”) website, platform, and related services (collectively, the “**Platform**”).

By creating a registry, making a contribution, booking an experience, or otherwise using the Platform, you acknowledge and agree to this Disclaimer in addition to our [Terms of Service](#), [Privacy Policy](#), and related policies.

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### 1. Our Role

No Gifts Please is a **digital platform and payment facilitator**, not a seller, operator, or guarantor of any experience or service.

We:

- Provide technology that allows families to create registries and collect contributions.
- Facilitate payments securely through **Stripe Connect**.
- In the future, may connect users with **independent third-party experience providers** through our marketplace.

We do **not**:

- Own, manage, or control any experience, venue, or provider.
- Supervise or train third-party providers or staff.
- Guarantee the safety, quality, timing, pricing, or availability of any experience.
- Act as an agent, insurer, or employer for registry owners, contributors, or providers.

Our role is limited to providing the digital tools and infrastructure that make shared experiences possible.

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### 2. Marketplace Independence (Future Coverage)

When the marketplace launches, all experiences, events, and services will be offered directly by **independent third-party providers**, not No Gifts Please.

Each provider is responsible for:

- Setting its own prices, policies, and availability.
- Maintaining all necessary insurance, licenses, and permits.
- Providing safe, lawful, and accurate services.

No Gifts Please will **not be liable** for:

- Injuries, damages, or losses arising from participation in an experience.
- Provider cancellations, delays, or quality issues.
- Misrepresentations made by a provider or user.
- User disputes, scheduling errors, or dissatisfaction with services received.

All marketplace transactions are **between the user and the provider**. We merely facilitate discovery and payment.

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### 3. Registry & Contribution Limitations

For registries and contributions:

- All funds transferred through Stripe are **voluntary gifts**, not purchases or contracts for goods or services.
- No Gifts Please makes no promise or warranty about how those funds are used.
- Registry Owners are solely responsible for using funds appropriately and lawfully.

We are not responsible for any misuse, miscommunication, or personal arrangements between Registry Owners and Contributors.

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### 4. Assumption of Risk

By using the Platform or participating in any experience funded or booked through it, you acknowledge and voluntarily assume all associated risks — including travel, physical activity, or participation in third-party events.

You agree that No Gifts Please and its affiliates will not be held liable for:

- Injury, illness, death, or property damage arising from any experience.
- Emotional distress or financial loss connected to your use of the Platform.

- Errors, omissions, or delays beyond our reasonable control (e.g., provider cancellations, technical outages, or force majeure events).

Always review a provider's safety, refund, and cancellation policies before booking or attending an experience.

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## 5. No Warranties

The Platform and all related content are provided **"as is"** and **"as available."**

We make no representations or warranties of any kind — express or implied — regarding:

- The reliability or accuracy of listings, registries, or provider descriptions.
- The safety, legality, or quality of experiences.
- The uninterrupted or error-free operation of the Platform.

Use of the Platform is at your own risk.

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## 6. Limitation of Liability

To the fullest extent permitted by law:

- No Gifts Please shall not be liable for any **indirect, incidental, special, consequential, or punitive damages** arising from your use of the Platform or participation in any experience.
  - Our **total liability** for any claim shall not exceed the **total platform fees** we received from you in the twelve (12) months preceding the claim.
  - Some jurisdictions do not allow certain exclusions or limitations; in those cases, our liability is limited to the maximum extent permitted by law.
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## 7. Indemnification

You agree to defend, indemnify, and hold harmless **No Gifts Please, Inc.**, its officers, employees, partners, and affiliates from and against any claims, damages, losses, or expenses (including attorneys' fees) arising out of or related to:

- Your use or misuse of the Platform;
- Your participation in any experience or event;

- Your breach of this Disclaimer or any applicable policy;
  - Your violation of any law or third-party rights.
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## **8. Insurance & Provider Responsibility**

All third-party experience providers are **independent entities**. Each is required to maintain its own liability coverage, business licenses, and safety compliance.

We do not provide or extend insurance to users or providers.

Users are encouraged to confirm that providers carry appropriate coverage before participating in any activity.

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## **9. Force Majeure**

No Gifts Please is not liable for delays, interruptions, or losses caused by events beyond our control — including natural disasters, government actions, labor disputes, power failures, or internet outages.

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## **10. Dispute Resolution**

Disputes involving payments, refunds, or service quality must first be addressed directly between the Registry Owner, Contributor, or Provider.

If a dispute involves platform functionality, payments, or fraud, contact:

✉ [info@nogiftsplease.com](mailto:info@nogiftsplease.com)

Our [Contact & Complaint Policy](#) outlines how we handle and resolve concerns before legal escalation.

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## **11. No Agency Relationship**

Nothing in this Disclaimer or the Platform creates an agency, partnership, joint venture, or employment relationship between No Gifts Please and any user or provider.

All users act independently and at their own risk.

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## **12. Updates to This Disclaimer**

We may revise this Disclaimer periodically to reflect changes in our business model, marketplace features, or applicable law. The most recent version will always be posted on our website.

Significant updates will be communicated to registered users via email or in-platform notice.

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### 13. Contact

Questions about this Disclaimer?

 **info@nogiftsplease.com**

 [www.nogiftsplease.com](http://www.nogiftsplease.com)

 **No Gifts Please, Inc.**

[731 Broad St. Columbus, Ohio 43205]

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### In Short

We make experiences possible — not promises about what happens once they begin.

Our job is to connect, process, and protect. Yours is to celebrate safely and responsibly.