



YELLA

A MODERN MEDITERRANEAN GRILLE
16 POST OFFICE AVENUE, ANDOVER, MA 01810

GIFT CERTIFICATE CARDHOLDER AGREEMENT

This Agreement describes the terms and conditions that govern the use of your pre-paid Yella Gift Certificate. This agreement is made between Yella and you. For purposes of this agreement the term "you" refers to the purchaser of the Gift Certificate and all subsequent holders who have received the Gift Certificate by gift or otherwise. **BY PURCHASING OR USING THE GIFT CARD, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT. PLEASE KEEP A COPY OF THIS AGREEMENT FOR YOUR RECORDS.**

Use of the Gift Certificate. You may redeem your Gift Certificate for food and beverage charges including tips and taxes at the time of payment at Yella. Your Gift Certificate may be used up to, but not above, the available balance of your Gift Certificate. When your Gift Certificate is purchased, the available balance of your Gift Certificate will be active. This available balance will be reduced by each purchase and marked on your Gift Certificate by authorized Yella employees until your Gift Certificate balance reaches a zero balance. Your Gift Certificate will automatically be terminated when it has a zero balance. If your purchase amount exceeds the available balance of your Gift Certificate, you must combine the use of your Gift Certificate with another form of payment accepted by Yella.

Use Limitations. Gift Certificates are non-refundable and may not be redeemed for cash. This gift card will not be replaced if lost, stolen or destroyed. This gift card will expire seven years from date of purchase. Yella reserves the right to cancel a Gift Certificate if it believes that the Gift Certificate was obtained through fraudulent or unauthorized means. No duplicates or copies will be accepted.

Lost, Stolen or Destroyed Certificates. Please safeguard your Gift Certificate and treat it like cash. Your Gift Certificate cannot be replaced, nor can any remaining balance on your Gift Certificate be transferred to a new Gift Certificate if lost, stolen or destroyed.

Expiration Date and Fees. Your Gift Certificate will expire seven years from activation date. Your Gift Certificate has no activation, dormancy or other fees associated with it.

Balances. Your available balance will be printed on your gift certificate by authorized Yella employees at time of purchase and will be reduced with each use.

Additional Information. If you have questions about this Agreement, please visit our website at www.yellagrille.com.

Changes to this Agreement. Yella may change the terms of, or add new terms to, this Agreement at any time without giving you prior notice. Please visit our website www.yellagrille.com prior to each use of the Gift Certificate to view the most recent version of this Agreement.