



## **ANY-Card Terms and Conditions**

**Effective Date:** June 1, 2026

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### **1. Acceptance of Terms**

These Terms and Conditions (“Terms”) govern your access to and use of the ANY-Card digital gift card platform (“ANY-Card,” “Platform,” “Service”) operated by Calusa Marketing (“Calusa Marketing,” “Company,” “we,” “our,” or “us”).

By purchasing, receiving, redeeming, accessing, or using an ANY-Card reward, voucher, or gift card, you agree to be bound by these Terms and our Privacy Policy.

#### **Privacy Policy:**

<https://calusa-any-card.net/content/files/privacy-policy.pdf>

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

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### **2. Description of Service**

ANY-Card is a digital reward and gift card fulfillment platform that enables users to redeem reward codes, vouchers, promotional incentives, rebates, loyalty rewards, and other incentives for a selection of participating gift cards, prepaid cards, and other available reward options.

The brands, merchants, and redemption options available through the Platform may change at any time without prior notice.

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### **3. Eligibility**

To use the Platform, you must:

- Be at least eighteen (18) years of age, or
- Have the consent of a parent or legal guardian.

You agree that all information submitted through the Platform is accurate, current, and complete.

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#### **4. Redemption of Rewards**

1. Reward codes and vouchers may only be redeemed through authorized ANY-Card redemption channels.
  2. Redemption options are subject to availability at the time of redemption.
  3. Once a reward has been redeemed for a selected gift card or reward option, the transaction is final and cannot be reversed or exchanged.
  4. Reward values are fixed at the time of redemption.
  5. Certain gift card issuers and merchants may impose additional terms and conditions that apply after redemption.
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#### **5. Gift Card Provider Terms**

Gift cards and prepaid products available through the Platform are issued by independent third-party merchants, retailers, financial institutions, or service providers.

Calusa Marketing is not the issuer of such gift cards and is not responsible for:

- Merchant acceptance policies
- Gift card balances
- Product or service availability
- Store closures
- Merchant bankruptcy or insolvency
- Gift card expiration dates imposed by issuers
- Loss of access to redeemed gift cards
- Third-party website or system outages

Users are responsible for reviewing and complying with the terms and conditions of the selected gift card provider.

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#### **6. Expiration and Promotional Rewards**

Unless otherwise prohibited by applicable law:

- Promotional rewards, incentive codes, and vouchers may be subject to expiration dates.
- Expiration information will be disclosed when rewards are issued.

- Expired promotional rewards may become void and non-redeemable.

Gift cards issued by third-party merchants remain subject to the issuer's terms and applicable federal, state, and local laws.

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## **7. No Cash Redemption**

Except where required by law:

- Rewards and gift cards are not redeemable for cash.
  - Rewards may not be resold, transferred, exchanged, or refunded.
  - Unused balances remain subject to the terms of the gift card issuer.
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## **8. Fraud Prevention and Account Security**

Calusa Marketing reserves the right to suspend, restrict, delay, or cancel any redemption request if we reasonably believe:

- Fraudulent activity has occurred;
- The Platform is being misused;
- False information has been provided;
- Unauthorized access has occurred; or
- These Terms have been violated.

We may request additional information to verify identity and protect users and participating merchants.

Suspected fraud may be reported to law enforcement authorities.

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## **9. SMS Communications**

By voluntarily providing your mobile phone number and expressly opting in, you consent to receive SMS messages from ANY-Card and Calusa Marketing regarding:

- Reward notifications
- Redemption instructions
- Account verification
- Customer service communications
- Program updates
- Promotional and marketing offers, where permitted by law

## **SMS Disclosure**

- Message frequency may vary.
- Message and data rates may apply.
- Consent is not a condition of purchase.
- Reply STOP to opt out of future text messages.
- Reply HELP for assistance.

You may also contact us directly using the contact information listed below.

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## **10. User Responsibilities**

You agree not to:

- Use the Platform for any unlawful purpose;
- Attempt to gain unauthorized access to systems or accounts;
- Interfere with the operation of the Platform;
- Submit false or misleading information;
- Use automated systems, bots, or scripts without authorization;
- Engage in fraudulent redemption activity.

Violation of these provisions may result in suspension or termination of access to the Platform.

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## **11. Intellectual Property**

All content, trademarks, logos, graphics, software, designs, and materials associated with the Platform are owned by Calusa Marketing or its licensors and are protected by applicable intellectual property laws.

No rights are granted except as expressly stated in these Terms.

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## **12. Disclaimer of Warranties**

THE PLATFORM AND ALL RELATED SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CALUSA MARKETING DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

CALUSA MARKETING DOES NOT GUARANTEE THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

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## **13. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CALUSA MARKETING SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO:

- USE OF THE PLATFORM;
- INABILITY TO ACCESS OR REDEEM REWARDS;
- THIRD-PARTY MERCHANT ACTIONS;
- SYSTEM FAILURES OR INTERRUPTIONS;
- UNAUTHORIZED ACCESS TO USER INFORMATION.

IN NO EVENT SHALL CALUSA MARKETING'S TOTAL LIABILITY EXCEED THE VALUE OF THE REWARD OR GIFT CARD THAT IS THE SUBJECT OF THE CLAIM.

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## **14. Indemnification**

You agree to defend, indemnify, and hold harmless Calusa Marketing, its affiliates, officers, directors, employees, contractors, and agents from and against any claims, damages, liabilities, losses, costs, and expenses arising from:

- Your use of the Platform;
  - Your violation of these Terms; or
  - Your violation of applicable laws or third-party rights.
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## **15. Changes to These Terms**

Calusa Marketing reserves the right to modify these Terms at any time.

Updated versions will be posted on the applicable website with a revised effective date. Continued use of the Platform following publication of updated Terms constitutes acceptance of those changes.

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## **16. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict-of-law principles.

Any dispute arising under these Terms shall be resolved in the state or federal courts located within the State of Florida.

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## **17. Contact Information**

### **Calusa Marketing**

877 Executive Center Drive West, Suite 220  
St. Petersburg, Florida 33702

Phone: (727) 999-3122

Email: [sales@calusamarketing.com](mailto:sales@calusamarketing.com)

Website: <https://calusamarketing.com>

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