

WEGIFT EUROPEAN TERMS OF SERVICE

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. IT ALSO CONTAINS A DISPUTE RESOLUTION CLAUSE.

Thanks for using our website (the "WeGift Services"). We are committed to providing the best possible service and convenience for you. Before you get started, you must read and agree to these Terms of Service. Thank you.

These Terms of Service are with The Voucher Market Limited, a private limited company registered in England with company registered number 09281949 and its registered office at 1st Floor, Buckhurst House, 42-44 Buckhurst Avenue, Sevenoaks, Kent, England, TN13 1LZ trading as "WeGift", and you.

ACCEPTANCE OF TERMS OF SERVICE

By using WeGift ("WeGift," "we" or "us"), you accept and agree to be bound by these Terms of Service. WeGift may at any time modify these Terms of Service. You can review the most current version of it by clicking on the "Terms of Service" link located at the bottom of the WeGift website, www.wegift.io. The most current version will supersede all previous versions. By continuing to use the WeGift Services after changes are made you agree to be bound by such changes.

PRIVACY

Any information that you submit or we collect when you are using the WeGift Services is subject to the WeGift Privacy Policy, the terms of which are incorporated into these Terms of Service and can be found here.

In order to utilise the services offered by WeGift, we request that you provide us with your email address. Providing this information is mandatory in order to receive your gift. You must provide a valid email address that you have the authority to access. Any gifts that are found to have been delivered to an email address without such authority may be invalidated by us without notice.

You confirm and agree that all information provided and any such further information that may be provided by you to us from time to time during the course of this Agreement is true, complete and accurate.

On occasions for specific campaigns we may ask for additional information including but not limited to your date of birth, and mobile number in order to receive your gift card.

You confirm and agree that we will not be held liable for any errors or omissions that you provide to us. We will use our reasonable endeavours to correct any errors or omissions as soon as practicable after being notified of them.

LIMITATIONS ON USE

You must be at least 13 years old to use the WeGift Services, or, if you are not at least 13, you may download and/or use the WeGift Services only in conjunction with, and under the supervision of, your parent or guardian. We reserve the right to decline a transaction and/or prevent your use of the WeGift Services in the event that we discover you are not 13 years of age or you are acting without the consent of your parent or guardian where required.

All gift cards are subject to the individual terms and conditions of the issuing merchant. Please refer to these terms to be aware of the limitation of use.

The choice of gift card(s) available is determined by the promoter of the Campaign and as such any complaints about the choice of gift card(s) available should be directed at the original promoter of the Campaign.

The URL used to access the WeGift Services is unique to you and must be kept securely. You must keep this Code confidential and immediately notify us in the event that any authorised third party becomes aware of that Code or if there is any unauthorised use of your email address or any breach of security known to you. You agree that we are not responsible or liable in the event that a person to whom your Code is disclosed uses (and/or transacts via) our website and services.

We reserve the right to amend the application and to update product information from time to time [(details of such updates and changes we will endeavour post on our website)].

INTELLECTUAL PROPERTY

WeGift and/or its licensors are the sole owners of the WeGift Services, which includes any software, domains, and content made available through it. The WeGift Services are protected by United Kingdom and International copyright and other intellectual property laws. It is for your own personal and non-commercial use only, and WeGift grants you a limited licence for that purpose. Without limitation, this means that you may not sell, export, license, modify, copy, reverse engineer, distribute or transmit any of the WeGift Services without WeGift's prior express written permission. Any unauthorized use of any of the WeGift Services will terminate the limited licence granted by us. WeGift and its graphics, logos, icons and service names related to the WeGift Services are registered and unregistered trademarks or trade dress of The Voucher Market Limited. They may not be used without WeGift's prior express written permission. All other trademarks not owned by WeGift that appear in connection with the WeGift Services are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by WeGift. Nothing in these Terms of Service and/or any use of the WeGift Services shall transfer any intellectual property to you.

ELECTRONIC COMMUNICATIONS

By using the WeGift Services, you consent to receiving electronic communications and notices from WeGift. These will be limited to communications about your gift. You agree that any notice, agreement, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. Further details can be found in our Privacy Policy.

YOUR CONDUCT

By using the WeGift Services, you agree not to upload, post, e-mail or otherwise send or transmit any material that contains viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the WeGift Services. You also agree not to interfere with the servers or networks connected to the WeGift application or to violate any of the procedures, policies or regulations of networks connected to the WeGift Services, the terms of which are incorporated herein. You also agree not to: (1) impersonate any other person while using the WeGift Services; (2) conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the WeGift Services; (3) use the WeGift Services for any unlawful purpose; or (4) resell or export the software associated with the WeGift Services. WeGift does not promote, recommend or condone use of the WeGift Services during certain activities, such as automobile driving, where there is a significant risk of accident. You agree not to use the WeGift Services during such activities.

THIRD PARTY OFFERS

The WeGift Services may contain links to third party web sites or programs that are not controlled by or affiliated with WeGift. WeGift is not responsible for the content, offers or privacy policies of such sites and programs, including, without limitation, your redemption of such offers or a merchant's refusal to honour any offer. Your dealings with third party sites are solely between you and the applicable third party.

EXCHANGES/REFUNDS

Gift cards cannot be refunded or exchanged for cash once chosen and delivered. Once gift cards are delivered we have no way of refunding them. All gift cards are subject to the individual terms and conditions of the issuing merchant. Please refer to these terms before redeeming your gift card.

NO WARRANTY & LIABILITY LIMIT

WeGift provides the WeGift Services "as is" and without any warranty or condition, whether express, implied or statutory. WeGift specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

WeGift, its shareholders, directors, officers, employees or agents be liable shall not be liable or responsible (jointly or severally) for:

1. any loss or damage that is not foreseeable (loss or damage is foreseeable if they were an obvious consequence of WeGift's breach or if they were contemplated by you and WeGift at the time we entered into these Terms of Service
2. any loss or damage not caused by any WeGift breach of these Terms of Service;
3. any errors or omissions in the WeGift Services beyond WeGift's control;
4. any failures, delays or interruptions in the WeGift Services beyond WeGift's control;
5. any damage to your mobile device or other device;
6. and conduct by other users of the WeGift Services; nor
7. any failure to perform, or delay in performance of, any of WeGift's obligations under these Terms of Service that is caused by an act or event beyond WeGift's reasonable control.

WeGift only supplies the WeGift Services for domestic and private use. You agree not to use the WeGift Services for any commercial, business or re-sale purposes, and WeGift shall have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

WeGift reserves the right to deliver the WeGift Services in our sole and absolute discretion.

If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.

INDEMNITY

You agree to indemnify and hold WeGift and its related companies, and each of their respective shareholders, directors, officers, employees, agents and merchant partners harmless from and against any third-party claim or cause of action, including reasonable attorneys' fees and court costs, arising, directly or indirectly, out of your refusal to perform your obligations and/or responsibilities under these Terms of Service, your defective performance of these Terms of Service, your deliberate misuse of the WeGift Services or your deliberate violation of any law or the rights of any third party.

DISPUTES

GOVERNING LAW

You agree that these terms of service or any claim, dispute or controversy (whether in contract, tort or otherwise, whether pre-existing, present or future, and including statutory, common law and equitable claims) between you and WeGift arising from or relating to these Terms of Service, their interpretation or breach, termination or validity, the relationships which result from these Terms of Service, the WeGift Services, WeGift's advertising or any related transaction shall be governed by and construed in accordance with the laws of England and Wales.

GENERAL

If any provision of these Terms of Service is held to be invalid or unenforceable, such provision shall be struck out, and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such section. Our failure to enforce any provision of these Terms of Service shall not constitute a waiver of that or any other provision. These Terms of Service set forth the entire understanding and agreement between you and WeGift with respect to the subject matter hereof.

Force Majeure; WeGift cannot be held responsible for failure to meet its service obligations when any failure is brought about due to some cause totally beyond its reasonable control. Examples of this might include: acts of God, trade disputes; governmental intervention, fire, flood, and disruption to computer and IT infrastructure.

CONTACT US

If you have any questions about these Terms of Service or the download and/or use of the WeGift application, please contact us at:

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