

These General Terms and Conditions apply to Giffy's Service and use of the Website as defined below. After acceptance, these General Terms and Conditions form a binding agreement between you and Giffy. Please read these General Terms and Conditions carefully so that you know what your rights and obligations are when using the Service. You can download and print these General Terms and Conditions.

1 Definitions

1.1 . In these General Terms and Conditions, the following are indicated with capital letters

terms, both in the singular and in the plural, always have the following meaning:

- *General Terms and Conditions*: these General Terms and Conditions of Giffy;

- *Website*: mobile website with which the User can use the Shift;

- *Gift Card*: the direct or after exchange of a Giffy Card via the Website purchased or received digital gift card, including gift card code, which can be spent at the chosen Merchant or the spending partners affiliated with the Merchant;

- *Service*: the Service that Giffy provides to User, as further described in article. 3;

- *Giffy Card*: a Gift Card issued by Giffy that can be exchanged in the Website for a Gift Card of the same value;

- *Giffy Choice Card*: a Gift Card issued by Giffy that can be exchanged in the Website for a Gift Card of the same or a different value;

- *Intellectual Property Rights* : all rights of Intellectual Property, such as copyrights, trademark rights, trade name rights, database rights and related rights, know-how and related rights;

- *User*: the registered user of the Website who is a party to the Agreement;

- *Merchant*: issuer of a Gift Card affiliated with Giffy

- *Recipient*: the recipient of a Giffy Card, Giffy, chosen by a User

Choice card or Gift card;

- *Agreement*: the Agreement between Giffy and User on the basis of which User is entitled to use the Service and to which it

Terms and Conditions apply;

- *Party (ies)*: Giffy and / or User;

- *Privacy Statement*: Giffy's Privacy Statement, which can be viewed on this page

- *Website*: Giffy's website, accessible via <https://www.ilovegiffy.com>, as well as all underlying pages,

- *Giffy*: The trade name of the legal entity with limited

liability Mercury7 BV, with its registered office in Amsterdam and with offices at 1018 XV, Nieuwe Achtergracht Amsterdam

2 General

2.1 . By using the Website you agree to these Terms and Conditions.

2.1 . Giffy is at all times entitled to change and / or supplement these General Terms and Conditions. Changes to the General Terms and Conditions will be announced by email, the Website or via the Website and will take effect 7 days after their announcement. The most current General Terms and Conditions can be consulted via the Website and / or Website. If the customer continues to use the service after amendment and / or addition to these General Terms and Conditions, he will irrevocably accept the amended and / or supplemented General Terms and Conditions. If the customer does not agree with the amended and / or supplemented General Terms and Conditions, his only option is to delete his account, which will end the agreement, after which the customer can no longer use the Service.

2.3. Deviation from these General Terms and Conditions between the User and Giffy is only possible if this is recorded in writing between the parties.

3 The Service

3.1. The Service that Giffy offers consists of making a Website available with which the User:

- Buy and send Giffy Cards and Gift Cards to third parties;
- Giffy Cards can receive and exchange for a Gift Card;
- Manage purchased or received Giffy Cards and Gift Cards;
- Gift cards can spend at the Merchants and / or spending partners of

the Merchants.

4 Use of the Website

4.1. Giffy is committed to providing the Service in a careful and professional manner. The Service is performed by Giffy at all times on the basis of a best efforts obligation. User accepts that the Website only contains the functionalities as he finds them at the time of use (“as is”).

4.3. The User is fully responsible and liable for all actions that he / she performs using the Website.

4.4. Giffy is at all times entitled, without prior notification and without being liable in any way for compensation or liability towards the User, to adjust and / or (temporarily) terminate the (content of the) Website and to, without prior notice, maintenance. to perform.

4.5. If the Website is (temporarily) unavailable, for example due to a technical malfunction, Giffy is not liable for the consequences thereof.

5 Giffy Card, Giffy Choice Card and Gift Cards

5.1. A Giffy Card and a Gift Card can be purchased by a User using the payment methods offered at that time. The use of these payment methods may be subject to terms and conditions of the payment method provider.

5.2. When purchasing a Giffy Card or Giffy Choice Card, the User enters into an agreement with Giffy for the delivery of the Giffy Card or Giffy Choice Card.

5.3. When purchasing a Gift Card, the User enters into an agreement with Giffy for the delivery of the Gift Card. The delivery of the Gift Card is completed when the User receives the Gift Card in his mailbox, which he has provided himself by entering the email address twice.

5.4. User agrees to the direct delivery of a Giffy Card, a Giffy Choice Card or Gift Card (if a Gift Card is purchased directly). The User explicitly waives any right to terminate the Agreement without reason.

5.5. A Giffy Card, Giffy Choices Card or Gift Card can have a limited validity. Any expiry date will be indicated within the Website. The User is obliged to redeem the Giffy Card, Giffy Choice Card or Gift Card before any expiry date has expired.

5.6. The following conditions apply to Giffy Cards purchased via the Website:

a) A Giffy Card cannot be exchanged for cash.

b) A Giffy Card is sent immediately after purchase or later by the User to the desired recipient via Whatsapp, email or another shipping method offered on the Website. The User cannot derive any rights from the available shipping methods and the use of the chosen shipping method is at the User's own expense and risk. Giffy is not responsible for any malfunctions or other issues related to a shipping method.

c) A Giffy Card can only be exchanged once for a Gift Card. If the User sends a Giffy Card to a Recipient, the User is responsible for the data entered by the Recipient and the processing of the Recipient's personal data. Giffy accepts no liability for the (incorrect) input of data from the Recipient by

d) Giffy is not responsible or liable for the incorrect or inadvertent duplicate sending of a Giffy Card by a User.

5.7. Giffy is not responsible or liable for the incorrect or inadvertent duplicate sending of a Giffy Choice Card by a User.

5.8. With a Giffy Card or Giffy Choice Card, a User can activate a Gift Card for the same or, in the case of a Giffy Choice Card, a different value. The following conditions apply to Gift Cards:

a) By exchanging a Giffy Card or Giffy Choice Card in a Gift Card or buying a Gift Card directly, either an agreement is concluded with a Merchant or an agreement with Giffy. The Gift Card states which of these two applies. A Giffy Card can usually be exchanged for a Gift Card of your choice, even if a gift card is suggested for a specific Gift Card. If a Giffy Card cannot be exchanged, this will be stated with the Giffy Card in the Website .;

b) A chosen Gift Card cannot be exchanged for another Gift Card;

c) A chosen Gift Card cannot be exchanged for money;
sending of previously sent Gift Cards is not possible;

e) When spending the Gift Card or making purchases with the Gift Card

the User enters into an agreement with the Merchant or with its spending partners. The general terms and conditions of the chosen Merchant apply to the use of the Gift Cards, including any validity period of the Gift Card.

5.9. Giffy makes every effort to display the correct balance on a Giffy Card or Giffy Elective Card and the correct information about Gift Cards on the Website. In the unlikely event that this information is incorrect, Giffy is entitled to adjust the Giffy Card, the Giffy Choice Card and the value of Gift Cards.

5.10. Activating the Gift Card establishes an agreement between the User and the Merchant. Giffy is not responsible or liable for the use of the Gift Card by the User, nor for the products or services purchased with it. If it is not possible for a User to spend a purchased Gift Card with the Merchant, the User must contact Giffy about this. The following applies:

- a) If it turns out that the Gift Card could not be redeemed due to an event attributable to Giffy, such as a technical malfunction in Giffy's Website, Giffy will make a new Gift Card available to the User for the same value and the User has no additional right to compensation;
- b) If it appears that the Gift Card could not be spent due to an event that cannot be attributed to Giffy, such as a technical malfunction or malfunctioning checkout website or checkout software of the Merchant or its spending partners, Giffy is not liable for this.

6 Privacy

6.1. When executing the Agreement and providing the Service, Giffy processes the User's personal data. Giffy always processes personal data in accordance with its Privacy Statement and the applicable laws and regulations.

7 Intellectual Property Rights

7.1. The Intellectual Property Rights with regard to the Service and the results thereof, including in any case the Website and the Website, as well as information made accessible via the website and service such as the texts, look-and-feel, template of the Account, video , audio and image or photo material, are held by Giffy and / or its licensor (s). Nothing in these General Terms and Conditions serves to transfer any Intellectual Property Right.

7.2. If the User complies and continues to comply with these General Terms and Conditions, he will be given a personal right to use the Website. Giffy may at any time decide to revoke this right of use, in particular if the User violates a provision in these General Terms and Conditions, otherwise commits an unlawful act against Giffy, in the event of fraud and in the event of violation of a legal determination.

8 Liability

8.1. The liability of Giffy for an attributable shortcoming in the performance of the Agreement, an unlawful act or any other act or omission by Giffy, its employees or third parties engaged by it, is limited to the compensation of direct damage. The liability of Giffy with regard to direct damage is per event (whereby a series of related events is considered as one event) no more than the total amount that User has paid to Giffy under the Agreement in the twelve (12) calendar months. prior to that event (ex. VAT). However, Giffy's total liability is in no case higher than € 150 (ex. VAT).

8.2. "Direct damage" within the meaning of the previous paragraph means exclusively:

1. a) property damage;
b) reasonably incurred expenses that User would have to incur to ensure that Giffy's performance is in accordance with the Agreement;
2. c) expenses reasonably incurred by User to determine the cause and extent of the damage, insofar as the determination is related to direct damage within the meaning of this Agreement;
d) expenses reasonably incurred to prevent or limit damage, insofar as

User can demonstrate that these expenses have led to a limitation of the direct damage within the meaning of this Agreement.

8.3. Giffy is not liable for damage other than direct damage as described in art. 8.2, including consequential damages arising out of or in connection with the Agreement, including, without limitation, loss of profit, loss of business, loss of anticipated savings and other similar financial losses such as loss of goodwill or reputation or other incidental, indirect damages, or damages by way of punishment or example, of any kind, regardless of whether User has notified Giffy of such possible damage, compensation or loss.

8.4. User's right to claim damages under this Agreement, in tort or otherwise, will in any case lapse one (1) year after the event has occurred as a result of which the claim or proceeding has been initiated.

9 Duration and Termination

9.1. The Agreement between the User and Giffy is entered into for an indefinite period of time and can be terminated by the customer or Giffy at any time. Upon termination of the Agreement, for whatever reason, the customer's right to use the Service will cease immediately and access to the Service will be immediately denied.

9.2. With the termination of the last transaction, all rights and claims that User has on Giffy expire.

10 Miscellaneous

10.1. Unless explicitly stated otherwise, all prices stated for consumers are in Euro and include VAT.

10.2. Dutch law applies to these General Terms and Conditions and all use of the Service. All disputes that arise between the User and Giffy will be submitted to the competent court in the district of Amsterdam.

10.3. If any provision of these General Terms and Conditions proves to be invalid or voidable or becomes or is wholly or partially invalid for any other reason, the other provisions of the General Terms and Conditions will remain in full force. Giffy will replace the invalid clause with a clause that is valid and the legal consequences of which, given the content and scope of these General Terms and Conditions, correspond as much as possible with those of the invalid clause.

10.4. Giffy may transfer rights and obligations arising from these General Terms and Conditions to third parties and will immediately notify the User thereof. If the User finds this transfer of obligations to a third party unacceptable, it may terminate its Agreement in accordance with Article 9.

In this Privacy Statement we explain exactly what information we collect from you. We recommend that you read this Privacy Statement carefully.