

TERMS AND CONDITIONS FOR USE OF GIFTARO VOUCHERS

By purchasing Giftaro Vouchers you gain access to a world of wonders – the Giftaro Platform which enables you to purchase even more goods for better prices! **When purchasing from our site you will receive a voucher for an amount of Giftaro Points corresponding with the exchange value (1 HRK = 1 Giftaro Point).**

After the purchase you will receive communications from Giftaro. Please see them carefully, they will include your voucher and instructions how to use it. Your Voucher will arrive to you after we receive your payment.

For your convenience, please find below Terms and Conditions for use of Giftaro Vouchers.

Your order may be returned or withdrew according to the regulations you will find in our Terms of Use. We as the Voucher Seller are not providing you with any services related to the Voucher itself but the Giftaro Team will help you with any queries!

1.	Definitions
1.1.	Consumer – a natural person who acts in the Sales Agreement for purposes that are not connected with their business, professional, trade or crafts activity;
1.2.	User's Account – an online account set up on the Platform's website, enabling the User to top up Giftaro Points and to make purchases via Platform;
1.3.	Contractor – an entity who provides a product or service in connection with redeeming the Voucher by the Voucher holder;
1.4.	Giftaro's Points – billing units, as accepted by the Platform as part or all of the purchase price of the Goods and Services offered on the Platform. Points are not exchangeable for money or any other units but can be transferred to another person in the manner prescribed in Terms of Use of the Platform;
1.5.	Platform – an Internet website Giftaro.com, which among other includes offers to purchase goods or services in exchange for Giftaro Points and User Account;
1.6.	User – a natural person placing an Order, who is at least 18 years of age and has full legal capacity (in accordance to the written laws applicable to the whereabouts of the User), as well as a legal person and an organisational unit without legal personality, whom special provisions confer legal capacity to enter into a sales contract or who possesses at least one Voucher;
1.7.	Voucher Value – the amount of Giftaro Points assigned to a particular Voucher;
1.8.	Voucher – an instrument in an electronic form or paper form with a code assigned to a particular User and assigned value of Giftaro Points to each particular voucher, entitling the User to: <ul style="list-style-type: none"> a. record in the User's Account the amount of Giftaro points corresponding to the value of the Voucher; b. use for the total or partial payment of the price for Goods or Services available of the Website by reducing their price by the value of the Voucher, or c. exchange a given Voucher for a Product or Service available on the Platform's website

	- within the period of validity of the Voucher and in accordance with the conditions set out in these Terms and Conditions for the Use of Giftaro Vouchers.
2.	GENERAL PROVISIONS
2.1.	These Terms and Conditions for the Use of Giftaro Points define characteristics and rules of using Vouchers, they absolutely bind all Users regardless of the method of purchasing these Vouchers.
2.2.	Vouchers are issued by the Platform's Administrator. The Platform's Administrator has complete freedom with regards to making decisions about the issue of specific Vouchers.
2.3.	Terms of use of Giftaro Points are set out in the Terms of Use of Giftaro Platform.
3.	VOUCHER
3.1.	Voucher is a bearer voucher and may be traded between Users and other entities, subject to requirements of these Terms and Conditions, Terms of Use of Giftaro Points and other legal provisions applicable in the country of the User's residence.
3.2.	Voucher is a multi-purpose voucher and therefore it can be exchanged for various services and goods offered on the Platform or for Giftaro Points.
3.3.	Voucher is either in a paper or an electronic form, however in each case a unique Voucher code is assigned to every given voucher, which is the carrier of Giftaro Points.
3.4.	Voucher can only be redeemed on the Platform. Vouchers and Giftaro Points are not considered as means of payment and enable a purchase of goods and services only via the Platform.
3.5.	Voucher is valid for a period of one year from the date of its purchase, which means that Giftaro Points assigned to a Voucher must be used by the User before that date. Unrealized points expire and the Voucher holder is not entitled to any reimbursement for not using the Voucher or Giftaro Points.
3.6.	Voucher cannot be exchanged for any other Voucher, unless the Voucher given to the User is defective and that defect makes it impossible to use the Voucher in accordance with the applicable legal provisions.
3.7.	Neither Voucher nor Giftaro Points can be exchanged for cash.
3.8.	Voucher can be purchased solely for personal, non-commercial use. It is forbidden to sell Vouchers in order to make a profit, except for the agents of the Voucher issuer.
3.9.	The User is solely responsible for the Voucher. In case of a loss of the Voucher, the User can obtain the Voucher data from the supplier or the Platform, provided the supplier or the Platform possesses such data.
3.10.	Voucher is indivisible.
3.11.	Vouchers may have different Voucher Values.

4.	ISSUANCE AND TRANSFER OF VOUCHERS
4.1.	<p>Voucher is issued automatically when the User makes a purchase. Transfer of possession of the Voucher takes place:</p> <p>a. in case of a Voucher in an electronic form - at the moment when the User will be provided with a digital file containing a Voucher image containing, among others, Voucher code;</p> <p>b. in case of a Voucher in a paper form - at the moment of sending the Voucher to the User.</p>
4.2.	<p>The User is solely responsible for the correct submission of data which are used in order for the Voucher to be transferred. When purchasing a Voucher, the User is obliged to provide only his / her true data enabling delivery of the Voucher. It is forbidden to provide third party data for the purposes of registration.</p>
4.3.	<p>Failure to provide a Voucher to the User due to an incorrectly given address does not give the right to a refund of the Voucher's price. In such a case, the User should contact the Voucher's seller with a request to resend the Voucher or to clarify the circumstances of non-delivery.</p>
4.4.	<p>Transfer of a Voucher issued in an electronic form takes place immediately. Transfer of a Voucher issued in a paper form takes place within 3 business days from the date of purchase of the Voucher.</p>
4.5.	<p>In case of destruction, loss, theft or accidental loss of a Voucher, a User may contact the Voucher Seller or the Platform Administrator in order to attempt to reproduce the Voucher. The risk of destruction, loss, theft or accidental loss of the Voucher shall be borne by the User.</p>
5.	VOUCHER REDEMPTION
5.1.	<p>In order to redeem the Voucher, it is necessary to follow these Terms and the Terms of Use of Giftaro Points. Any attempts to redeem the Voucher that are contrary to these Terms or the Terms of Use of Giftaro Points will not be honored and may void the Voucher.</p>
5.2.	<p>In order to redeem the Voucher, the User must register on the Platform's website and create a User's Account.</p>
5.2.	<p>Voucher may be redeemed by the User through:</p> <p>a. placing on the User's Account an instruction to exchange the Voucher for Giftaro Points, without relation to a specific transaction of purchasing a product or service on the Platform (conversion into points);</p> <p>b. submitting on the Platform's website an instruction to reduce the price of a specific product or service purchased by the User on the Platform (price reduction);</p> <p>c. placing on the Platform's website an instruction to exchange a Voucher for a product or service offered on the Platform, if such a possibility is available (conversion into a product / service).</p>
5.3.	<p>Exchange of a Voucher for Giftaro Points is only possible with respect to the entire Voucher's value. In order to redeem the Voucher in this way, one must enter the Voucher code in a specially designated field on the User's Account.</p>

5.4.	By submitting an order to reduce the price of a product or service by the Value of the Voucher, the price of the product or service is reduced by the Value of the Voucher. If the value of the Voucher is higher than the price of the product or service, the remaining Giftaro Points are transferred to the User Account. If the value of the Voucher is lower than the price of the product or service, the User shall pay the remaining Giftaro Points from the User Account or by adding another Voucher. In order to redeem the Voucher in this way, one must enter the Voucher code in a specially designated field for this purpose as part of the purchase transaction carried out on the Platform's website.
5.5.	An instruction to change a Voucher to a product or service on the Platform's website shall result in a Voucher being replaced by a product or service chosen by the User, for which the option of submitting this type of instruction is active. The option to submit such instructions does not always have to be provided on the Platform's website and shall only apply to selected products or services. In order to redeem a Voucher in this way, the Voucher code should be entered in a specially designated field for this purpose as part of the exchange transaction carried out on the Platform's Website.
5.6.	A change or cancellation of a Voucher's disposition order may only take place until the dispatch of the product or delivery of the service has been ordered. Exchange of a Voucher to Giftaro Points cannot be undone.
5.7.	Voucher can only be redeemed on the Platform.
6.	TRANSFER OF VOUCHER'S VALUE
6.1.	User may transfer their Vouchers to a third party to another User by sending a request to the administrator of the Platform. Such request should contain an indication of the code of Vouchers to be transferred and details of User to whom the transfer is to be made. Vouchers purchased in this way are saved to the User's Account as soon as the Seller accepts requests to transfer Giftaro Points.
6.2.	It is forbidden to resale Vouchers for financial gain. Vouchers transferred in this way to Users will not be accepted by the Platform.
7.	ANNULEMENT OF VOUCHERS
7.1.	In the event of taking actions contrary to these Terms and Conditions or Terms of Use of Giftaro Points either by the User or third parties acting in concert with the User or at his / her request, Vouchers used for such activities may be annulled.
7.2.	If an investigation conducted by the Platform's administrator proves that the violation of these Terms or Terms of Use of Giftaro Points has not taken place, the validity of the Vouchers will be restored or the User will be issued new Vouchers equal to the value of the revoked Vouchers.
8.	FINAL PROVISIONS

8.1.	All complaints shall be reviewed by the Voucher issuer and the Platform's administrator, i.e. GIFTARO Limited based in the Marshall Islands, mailing address: GIFTARO Ltd, Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands, MH96960, email address: info@giftaro.com;
8.2.	To the extent not covered by these Terms, the Terms of Use and generally applicable law shall apply;
8.3.	User is liable for technical problems or technical limitations occurring in the computer equipment, teleinformation system, software configuration and telecommunications infrastructure used by the User, which prevent the User from using the Voucher or the Platform in an adequate way.
8.4.	The settlement of any disputes with the User, who is not a Consumer, shall be subject to the court with jurisdiction over the registered office of the Voucher's issuer.
8.5.	The recognition of individual provisions of these Regulations in the manner prescribed by the law to be invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions hereof. An invalid provision shall be replaced by the provision which achieves to the greatest possible extent the economic, legal and commercial objectives of the invalid or unenforceable provision.
8.6.	It is forbidden to copy or reproduce in whole or in part the Voucher elements protected by exclusive rights.
8.7.	The current Terms and Conditions are published on the Platform's website and at the Voucher sales sites, and are also provided in a paper version together with Vouchers issued in this form.
8.8.	If the User is a Consumer within the meaning of applicable law, these Terms and Conditions may be changed only with the express consent of the issuer and the User.
8.9.	The Issuer reserves the right to modify the content of these Terms and Conditions, subject to point 8.8. above.