

# **eGift Card purchase agreement**

Last updated November 2022

**Please read this Purchase agreement carefully before you start making a purchase on our Website and our Partner's selling pages.**

**By making a purchase you confirm that you accept this agreement. If you do not agree to this General Policy, you must not use our Website and not make a purchase.**

## **1. Concepts of the agreement**

1.1. eGift Card or digital gift coupon (hereinafter "eGift Card") is a physical or electronic document with service(s) information, a unique reservation code, a specified expiry period and a set nominal value.

1.2. The Agent (hereinafter "GiwT") - MB "Dovanojam Dovanosa" - provides services for Partner to advertise and distribute on a personal subpage of the website <http://giwt.me> the services or goods for which payment is provided in the form of eGift Card.

1.3. Customer - a natural or legal person who purchases eGift Cards from the Partner and has the right to dispose of them (gift, use, etc.).

1.4. Partner - a natural or legal person who has signed a service provision contract with Giwt, who provides services or sells goods on its own subpage of [giwt.me](http://giwt.me) in accordance with the conditions stipulated in the contract.

1.5. Service Recipient - a person who has acquired the right to pay for the services or goods provided by the Partner with the eGift Card.

1.6. Giwt provides to Partner a set of tools to customize the appearance of the subpage, including a list of services and goods with prices. Giwt is not responsible for the content on a Partner's subpage.

## **2. Terms of service**

2.1. The Purchase Agreement concluded between Partner and Customer determines the relations related to the conditions of purchase of the eGift Card, delivery and payment procedure, and the conditions of use of the eGift Card. The services & goods you can buy or book via Giwt are sold by Partner and not by us

2.2. The eGift Card entitles Service Recipient to use the service indicated on the eGift Card.

2.3. One eGift Card can be used only once.

2.4. If using the eGift Card, services/goods are not purchased for the full amount, the difference between the eGift Card and the denomination and the purchased services/goods is not refunded.

2.5. The eGift Card is valid for 12 (twelve) months, unless otherwise stated, from the date of purchase and indicated in an email with eGift Card

2.6. After the expiry date, the validity period of the eGift Card is not extended and the money for the unused voucher is not returned, i.e. the eGift Card is considered invalid.

### **3. Rights and obligations of the parties**

3.1. Purchased and unused eGift Card can not be returned to Giwt after the purchase.

3.2. In order to make any exchange or return or solve any other related issue to the eGift Card, Customer must contact Partner directly without including Giwt to the process.

3.3. It is clearly understood by the Customer that Giwt is not a Partner and does not provide Services or sell goods specified in the Gift Coupon.

3.4. Giwt does not assume responsibility for the quality of the services or goods and the risks posed by them, which are used by the Service Recipient when submitting eGift Card.

3.5. All claims regarding the quality of services or goods must be made by the Service Recipient directly to the Partner, Giwt will respond accordingly and support the Customer and make maximum efforts to help resolve the situation.

3.6. All disputes related to Giwt services are resolved through negotiations between Giwt and the Customer. If the dispute cannot be resolved during negotiations, a request/complaint regarding goods or services purchased in the Mediator's online store can be submitted to the State Consumer Rights Protection Office (Vilniaus St. 25, 01402 Vilnius, e-mail: [tarnyba@vvtat.lt](mailto:tarnyba@vvtat.lt), tel. 8 5 262 67 51, on the website [www.vvtat.lt](http://www.vvtat.lt) or fill out the application form on the EGS platform <https://ec.europa.eu/odr/>.

### **4. Other conditions**

4.1. Information about the Customer is confidential and Giwt can provide it to third parties only in cases established by law.

4.2. The Customer confirms that, before agreeing to the terms of purchase, he has carefully familiarise himself with all the terms and conditions and agrees with them. The Customer is also aware that acceptance of the terms of purchase takes effect from the moment the Customer, following the instructions on the website, actively ticks the "Purchase Agreement" section, thus confirming his agreement with the Purchase Agreement.

4.3. Giwt undertakes to immediately confirm the fact of the conclusion of the Agreement by sending the confirmation of the order of the eGift Card(s) to the e-mail address specified in the Customer's order form.

4.4. If the Customer agrees to the Purchase Agreement, the Customer agrees that the Customer's personal data provided at the time of the order will be used for the execution of the order and smooth compliance with the conditions of purchase of the eGift Card. The Customer can at any time apply to review his personal data stored with Giwt or with a request to remove them. All personal data is processed in accordance with the Privacy Policy valid on the <http://giwt.me> web-page.