

Website general policy

Last updated November 2022

Please read this General Policy carefully before you start to use our Website or our Partner's selling pages and before buying any third party eGift Cards for goods or services through our Partner's selling pages.

By using our Website, including our Partners selling pages, you confirm that you accept these Terms and Policies and that you agree to comply with them while using our Website. If you do not agree to this General Policy, you must not use our Website and its services.

The Website <https://giwt.me> is provided by MB "Dovanojam dovanas" (306180323), a company registered in Lithuania, Vilnius, Girulių g. 10-201.

For further reference:

"Giwt", "MB "Dovanojam dovanas", "we" "us" are the same entity

"Customer", "visiter", "you" are the same entity

1. The Website <https://giwt.me> functions:
 1. Provides access to Partners selling pages (eg https://giwt.me/Partners_page) where Partners sell eGift Cards for their goods and services
 2. Provides payment mechanism so Customer can pay online for Partners eGift Cards
2. We have set out all legal terms regarding Giwt.me functionality in following documents:
 1. your rights to use our Website (these "**Website terms & policies**");
 2. how we will use and protect information about you (our "**Privacy & Cookies Policy**") and
 3. For our selling terms and conditions in relation to the third party products or services we offer from Partners selling page (our "**eGift Card purchase agreement**")
3. Please note that the General policy does not regulate the relationship between Giwt and our Partners. If you are an existing Partner, please check the - **Giwt & partner Terms of Business** provided to you upon sign up. If you are not yet a Partner but would like to become one and use Giwt services pls visit our **sign up page**.
4. We may change our General Policy from time to time, in which case up to date versions of such General Policy will be available via the Website. You should check General Policy regularly to ensure that you are satisfied with any changes. You will be deemed to have accepted any changes to the Terms and Policies after you have been notified of the changes on our Website and/or if you continue to access or use the Website, where the updated General Policy will be available for you to review

Website Terms of Use

Please read these Website Terms of Use carefully before you start using Website <https://giwt.me>, as they apply to your use of our Website. We recommend that you print a copy of these for future reference. Privacy and Cookie Policy also apply to your use of the Website.

By using our Website, including our Partners selling pages, you confirm that you accept these Terms and Policies and that you agree to comply with them regardless of whether you choose to register with us. If you do not agree to these Terms and Policies, you must not use our Website and its services.

Please note: these Website Terms of Use only cover your use of our Website, they DO NOT apply to the third party goods and services in a form of eGift cards which are available on our Partners selling pages. Please see our eGift Card purchase agreement for the terms and conditions which apply when you purchase eGift Cards on our Partners selling pages.

1. Use our Website

1.1 These Website Terms of Use set out how you may use our Website accessing it via different devices, internet providers and network conditions.

1.2 If you do not agree to these Website Terms of Use, you should not use the Website or our Apps.

2. Accessing our Website

2.1 Access to our Website is permitted on a temporary basis. We reserve the right to withdraw or amend our Website or our Apps (and any products or services offered on them) without notice. We will not be liable if for any reason our Website, our Partners selling pages or any part of it or them is unavailable at any time or for any period.

2.2 We update our Website from time to time and so may change the content at any time without notice to you. We reserve the right to withdraw, vary or suspend the Website at any time without notice.

2.3 Materials and information posted on our Website are not intended as advice and should not be relied upon as such. We therefore disclaim all liability and responsibility arising from any reliance placed on such information to the fullest extent permissible by all applicable laws.

2.4 You are responsible for making all arrangements necessary to access and view this Website and should ensure you have up to date anti-virus software on any device from which you access our Website.

2.5 You are responsible for ensuring that all persons accessing our Website through your internet connection are aware of these Website Terms of Use.

2.6 We specifically reserve the right to withdraw access to our Website and/or cancel any order in the event that you fail any credit or fraud prevention check or where we reasonably suspect fraud or money laundering by you or someone using your account.

3. Misuse of our Website

3.1 You must not misuse our Website or our Apps by:

- knowingly introducing malicious programme or code which adversely affects the operation of any computer software or hardware (or is designed to do so); and/or
- gaining or attempting to gain unauthorised access to the server on which our Website are stored or any server, computer or database connected to our Website; and/or
- attacking our Website via a denial-of-service attack or a distributed denial-of service attack.

3.2 Breach of this clause might constitute a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

4. Intellectual property

4.1 We reserve all intellectual property rights to all graphical or textual content on the Website which are subject to the following restrictions. You must not:

- use any content from the Website In any manner that may infringe any copyright, intellectual property right or proprietary right of us or any third parties; and/or
- use, or cause others to use, any automated system or software to extract content or data from this Website without our agreement

4.2 Name "GiwT" and the logo are the subject of trade mark law

5. Third party content

Our Partners selling pages contain content by our Partners, graphical and textual. We do not take any responsibility for the content of our Partners:

5.1 We are not responsible or liable directly or indirectly for the content by our Partners, including prices, description of Partners goods and services, links which may lead you away from our website (You can find such links in emails with eGift coupons serving only purpose to demonstrate you communicational channel with a Partner)

5.2 Please remember that when you use a link to go from our Website to another website, our Terms and Policies (including our Privacy & Cookies Policy) will no longer be applicable.

6. Our liability

6.1 We do not represent or warrant that the Website will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not accept liability for any failure to maintain the Website Use the Website at your own risk.

6.2 Website content may contain inaccuracies and typographical errors. We do not warrant the accuracy or completeness of the content.

1. 6.3 Giwt isn't liable for any loss caused as a result of your actions or inactions based on the content available on this Website or our Partners selling pages.

7. Serviced countries

7.1 The Website is provided for users from Lithuania only. Access may be possible from other countries, in that case you might find that functionality and services are limited. We must remind you that you use the Website at your own risk.

8. Changes to our Website Terms of Use

We may change our Terms of Use from time to time, in which case up to date versions of such Terms of Use will be available via the Website. You should check Terms of Use regularly to ensure that you are satisfied with any changes. You will be deemed to have accepted any changes to the Terms of Use after you have been notified of the changes on our Website and/or if you continue to access or use the Website, where the updated Terms of Use will be available for you to review.

9. Legal compliance and applicable law

Lithuanian law applies to this Terms of Use

10. Contact us

If you have any concerns or queries about content which appears on our Website or our Apps or if you have questions about your use of this Website contact us hello@giwt.me.