



## Terms & Conditions CGift Trading OÜ

### Ownership of Website

This site is owned and operated by CGift Trading OÜ (CGift). Access to and use of the cgift-trading.com website (this site or website) is subject to the following terms and conditions. You agree to accept these terms without any limitation or qualification by browsing this site and purchasing CGift crypto gift cards. As we update these terms from time to time, please revisit them regularly. If you do not understand any of our terms, please contact us before using our website. You may not access or use our website unless you agree to abide by all of our terms and conditions.

### Disclaimer

You acknowledge that the value of digital currencies can fluctuate strongly and that no warranty or guarantee whatsoever is or will be provided for the value of digital currencies over time. Due to such price fluctuations, the value of your assets may increase or decrease at any given moment. Any currency - virtual or real - may be subject to large variations in value and may even become worthless. There is no central bank that can take protective or corrective measures to protect the value of digital currencies during a crisis.

There may be additional risks that CGift has not foreseen or has not yet identified. You should always carefully assess whether your financial situation and tolerance for risk allows for buying or selling digital currencies.

CGift does not provide any investment advice or financial advice in connection with the services covered by these terms. CGift may provide information on the price, range, volatility of digital currencies and events that have affected the price of digital currencies, but such information cannot be regarded as an investment advice and should not be interpreted as such. Any decision to purchase or sell digital currencies is your own decision and CGift cannot be held liable for any loss or damage suffered.

The mere fact of CGift including or excluding specific digital currencies to or from its website can neither be regarded nor interpreted as an indication or advice to either buy or sell such digital currencies.

Use of our website and vouchers

CGift gift cards are intended to be used by individuals that exceed the required age of 18 years for:

- buying digital currencies for personal use
- buying individual vouchers as a gift for others.

The following use of CGift gift cards is not allowed:

- directing individuals to our service as a means for you to accept payment in digital currency
- redeeming our vouchers on behalf of third parties
- reselling of CGift gift cards (online or offline), unless specifically agreed upfront in writing with CGift
- exchanging CGift gift cards into funds or using our vouchers as a means to pay for other services
- using CGift gift cards to fund accounts of online (trading) platforms.

### Device Security

CGift tries to provide a virus- and defect-free environment which is safe to use. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your device. It is your responsibility to ensure that the right equipment is available to use the website. CGift shall not be liable to any person for any loss or damage which may arise to devices or computer equipment as a result of using this website.

### Ownership of Rights

All rights in this website are owned by or licensed to CGift. Any use of this website or its contents, including copying, modifying, or storing it in whole or part, other than for your own personal, non-commercial use is prohibited unless you obtain specific written permission from CGift.

### Content Accuracy

While CGift has taken deep care to ensure all information is correct, contents are provided to you "as is". The material on this website may in rare occasions be incorrect or out of date.



CGift does not assume any representation, or expressed or implied warranty of any kind. We may make changes or updates to the material on this website at any time and without notice.

### **Links to and from Other Websites**

Links to third-party websites located on this website are provided for your convenience only. We have not reviewed each third-party website and take no responsibility for such third-party websites or their content. We do not endorse the third-party websites or make representations about them or any material contained in them. If you choose to access a third-party website linked to from this website, it is at your own risk. If you would like to link to this website, you are welcome to do so under the following conditions: You do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us; You do not misrepresent your relationship with us or present any false information about us; Your website does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in your country and the Netherlands. If you fail to comply with these conditions, you shall fully indemnify us for any loss or damage suffered as a result of your actions.

### **Product**

CGift's service allows you redeem gift cards for digital currencies. CGift gift cards are offered in various denominations. Once purchased, CGift gift cards can only be redeemed on this website and in the CGift App against digital currencies. CGift reserves the right to alter the product range of denominations, currencies and/or digital currencies at any time without prior notification.

### **Expiry**

CGift gift cards expire after 2 years from the date of purchase indicated by the invoice date. CGift reserves the right to change the expiration duration in the future, however, any changes would only affect newly sold gift cards after the new terms come into effect.

### **Pricing and Delivery Charges**

Besides the nominal value of the gift card, CGift charges two types of fees, a fee for handling and shipping, as well as an exchange rate fee. This covers all costs and risks, e.g., operations cost, exchange rate risk and mining fees. Digital gift cards are more affordable, as we save the effort and time to mail the physical gift cards. Please refer to the current pricing & fee table in our pricing section.

### **Digital Currency Conversion Rates**

For conversion of Euro into digital currencies, a "CGift redemption rate" at the point of time of redemption will be used. The CGift reference rates for Bitcoin are calculated based on the last weighted average EUR price as provided by bitcoinaverage.com. Bitstamp and Coinbase are used for the CGift redemption rate for other digital currencies. When redeeming CGift gift cards, the corresponding exchange rate fee from our pricing section is added to the CGift reference rate at the time of redemption. CGift reserves the right to change the source for the reference rate at short notice. This will only be done after careful consideration of the given market conditions.

### **Value Added Tax (VAT) and Other Taxes**

0% Value Added Tax (VAT) is included in all fees as charged by CGift according to Estonian Tax Law. The VAT rate and amounts are clearly stated in the order overview and invoice.

CGift does not assume liability for any misstatement, omission or inaccuracy. If you access this site from other countries, we advise you check with local authorities to ensure compliance with your local tax obligations.

You have sole responsibility and liability for determining what - if any - taxes or fees apply to your trading, ownership, acceptance, donations, or payments you receive in connection with your use of the services on our website and in our app. You also have sole responsibility for assessing, collecting, reporting, and remitting any of the aforementioned taxes to the appropriate tax and revenue authorities.



### **Blockchain Split or Hard Fork**

In case of a situation in which a blockchain splits into two separate chains, CGift is not obliged to support both chains and corresponding digital currencies, unless and until CGift announces such support on the website.

In case a blockchain split or hard fork occurs and an order has been created by you, you cannot claim the newly created digital currency that originated after the blockchain split / hard fork.

### **Closing your account**

You may close your account at any time by contacting [info@cgift-trading.com](mailto:info@cgift-trading.com).

### **Order placement**

We took great care to design the website in a way to make online ordering as easy and convenient as possible. Simply navigate to "Buy Gift Cards", select your desired number of vouchers and denominations, and enter your shipping address. CGift will automatically calculate and display pricing including charges for shipping and handling. Click "submit order" to finalise the order and submit it to us. At this point the contract for our sale and your purchase shall be made on the terms set out herein. The contract shall be formed in Estonia, from where our acceptance email is sent to you. By entering into the contract, you are also confirming that you exceed the required age of 18 years to perform this transaction. Please note that orders cannot be modified after hitting "submit order".

### **Order Acknowledgement**

After you have clicked "submit order" and we have received your payment, we will display the invoice for your order on the screen. In addition, we will acknowledge your order by sending an email with the same invoice and your order summary. Please ensure that you put in your correct email address, as otherwise you will not be able to activate the CGift gift card on receipt.

### **Payments**

To make buying digital currencies as easy as possible for you, we offer multiple payment options such as bank transfer and credit card.

As soon as we receive your payment, we will acknowledge acceptance by email, review your order in line with our verification policy and subsequently prepare your order for delivery.

### **Shipment and Delivery of Physical Vouchers**

If not requested otherwise, our logistics provider will ship your items for you to your stated address. Please refer to our shipping rates and expected delivery time. Once your order has been dispatched, you will receive an email containing a button labeled "Activate gift card now". Only click the button once you have physically received the vouchers, as this will activate the vouchers ready for redemption.

### **Sending of Digital Vouchers**

Once we have processed the payment and verified your identity, we will send a CGift digital currency gift card via E-Mail. You can then redeem the voucher for digital currency whenever you want, subject to the expiry date. The exchange rate will be fixed at the time of redemption.

### **Redemption**

When redeeming, you will be asked to provide your digital currency wallet address. If you do not yet possess a wallet, we will show you how to obtain a CGift wallet. Once you have filled in all fields including your gift card code, CGift will display the approximate amount of digital currencies you will receive based on the "redemption rate". The digital currency will be transferred to your digital currency wallet within 1h after redemption request. We will acknowledge both redemption and digital currency transfer with emails to you. We kindly recommend you to choose a wallet that can support the digital currency in which you choose to redeem your voucher. CGift is not responsible for any loss of digital currencies due to wrong wallet addresses.



### **Delivery**

Delivery by CGift of digital currency purchased by you is executed by sending such digital currency to the wallet address provided by you. A processed transaction is not reversible. It is your own responsibility to enter all the required data and provide all information correctly. In the event of suspicion of abuse or fraud, CGift reserves the right to suspend one or more transactions until the legitimacy of the suspect transaction has been verified and established.

### **Fraud Prevention**

We are committed to create a safe environment for our customers. Fraud checks are carried out on each order to minimise negative impact from fraud for our customers. We are entitled to request additional information in order to verify customers' identity and minimise the risk of fraud, money laundering or identity theft. We thus reserve the right to decline or cancel anyone's order in case the order raises any red flags. We are not obliged to provide any reasons why your order has been rejected. Should your legitimate order be wrongfully rejected please contact us immediately. We apologise for any mistakes and ask for your understanding in this matter.

### **Customer Due Diligence and Anti-Money Laundering**

CGift is firmly committed to promoting a robust ecosystem and participating in international efforts to fight against money laundering and terrorism financing.

In order to proactively comply with the anticipated anti-money laundering (AML) regulations in Estonia, we have to verify your identity. To reduce potential risk and maintain sustainability, the Company has implemented a know your customer (KYC) and anti-money laundering (AML) programme to reasonably prevent money laundering and crime/terrorist financing through a proactive, risk-based, and multi-layer control system, which consists of principles, procedures, monitoring and training.

### **Replacement Vouchers**

If an order gets lost or stolen, please contact customer service at [info@cgift.io](mailto:info@cgift.io) and inform of non-delivery. CGift will then launch an investigation about the whereabouts of the shipment together with our logistics provider. If the fault lies in our domain, we will promptly re-issue new vouchers and deliver them to you. Otherwise, we can still re-send the shipment, but you will have to pay again for the handling and shipping fees as well as fees for the gift card.

Please note that replacements can only be issued if gift cards have not yet been activated by you.

### **Restrictions**

Subject to these terms, CGift's services are in principle available to private individuals and corporations with an IBAN and citizenship from any of the Single Euro Payments Area (SEPA) country or legal residence in any of the SEPA-countries. For completeness we are not able to accommodate customers from outside the E.U. (including but not limited to the U.S.A.).

For security reasons, we are not able to accommodate different shipment and billing addresses.

### **Availability**

All CGift gift cards are subject to availability. In the rare case that gift cards you have ordered may not be available, we will inform you as soon as possible.

### **Errors During Ordering**

You have the ability to correct errors on your order up to the point when you click on "Submit order" after selecting the number of vouchers and entering your details. Mistakes made after clicking "Submit order" can unfortunately not be rectified.

### **No Resale or Payment Acceptance**

Reselling of our services, either online or offline, is prohibited unless specifically agreed in writing with CGift. Furthermore, individuals and businesses are not allowed to direct users to our service as a means to accept payments.



### **Risk and Title**

Risk and title will pass to you after gift cards have been assigned, wrapped and prepared for shipment. CGift takes no liability for lost, stolen or damaged items once the parcel has been passed to the logistics provider.

### **Liability Exclusion**

Neither we nor any other party involved in producing, maintaining or delivering this website, shall be liable or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our website. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect or consequential loss, and whether in contract or otherwise in connection with this website.

### **Law, Jurisdiction and Language**

This website is controlled and operated by CGift from its offices in Estonia. This website, any content and any contract brought into being as a result of usage of this website are governed by and construed in accordance with Estonian Law. The parties to any such contract agree to submit to the exclusive jurisdiction of the courts of Estonia.

### **Access to this Website from Outside Estonia**

Unless otherwise specified, the materials on this website are directed solely at those who access this website from Estonia. CGift makes no representation that any products or services referred to in the materials on this website are appropriate for use, or available, in other locations. Those who choose to access this site from other countries are responsible for compliance with local laws if and to the extent local laws are applicable.

### **General Terms**

There may be legal notices on other areas of this website which relate to your use of this website, all of which will, together with these terms & conditions govern your use of this website. If for any reason any of these terms & conditions are determined to be void or unenforceable, then to the extent and in the places only where such provision is determined to be void or unenforceable it shall be severed and the remaining provisions shall continue in full force and effect.

### **Force majeure**

CGift cannot be held liable if and to the extent its commitments cannot be fulfilled as a result of force majeure. Force majeure shall be understood to mean any foreign cause, as well as any situation, which within reason ought not be attributed to CGift. Interruptions in the Internet, blockchain network instability, interruptions of bank services, power and email disruptions, governmental actions, all explicitly count as force majeure. In the event of force majeure, CGift reserves the right to suspend its obligations and will have the right to wholly or partially dissolve these terms, or to require that the content of these terms be changed such that execution is still possible. You will not require bit4coin to pay any fine or compensation for damages arising from force majeure.

If CGift has partially fulfilled its obligations, or can only partially fulfil its obligations, at the time of commencement of the force majeure, CGift has the right to invoice the services already rendered separately, and you will be required to pay this invoice as if it were a separate agreement.

### **Security and Privacy Policy**

We are committed to safeguarding your privacy when you visit our site, buy our products or communicate electronically with us. Your privacy is important to CGift and we are serious about protecting the security of your personal information. Our privacy policy covers how we collect, use, disclose, transfer, and store your personal information. However, the transmission of information via the Internet is not entirely secure. While we do our best to protect your personal data, we cannot guarantee the security of your data and any transmission is at your own risk. Once we have received your information, we will use strict procedures to try and prevent unauthorised access.

### **Data Storage**

Data that is provided to us is stored on our secure servers. Details relating to any transactions entered into on our site will be encrypted to ensure its safety. We may transfer data that we collect from you to locations



outside of the European Economic Area for processing and storing. Also, it may be processed by staff operating outside the European Economic Area who work for us or for one of our suppliers. For example, such staff may be engaged in the processing and concluding of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all reasonable steps to make sure that your data is treated securely and in agreement with our Privacy Policy.

#### **Digital Currency and Funds Storage**

All customer funds are kept in EUR-currency at banks in the European Union with deposit protection. We promise to keep customers' funds 100% available for redemption into digital currencies at any given point in time.