

Your use of Our Site, Our App and the Services is subject to these terms and conditions together with any additional terms and policies referred to in them (“**Our Terms**”).

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INTRODUCTION

Thank you for choosing SwiftGift, an easy way to send and select gifts.

These terms and conditions of service together with any terms and policies referred to in them constitute a legally binding agreement between you and Polemur Limited, trading as SwiftGift ("**SwiftGift**", "**we**", "**us**" or "**our**"). SwiftGift is a private limited company registered in England and Wales with company No. 08463742 whose registered office is located at the following address: Regina House, 124 Finchley Road, London, NW3 5JS.

USE OF OUR SITE, OUR APP AND THE SERVICES

Our Terms govern your use of our website ("**Our Site**") and also our App ("**Our App**") and the Services. By using Our Site, Our App or the Services, you agree to comply with Our Terms.

Please read Our Terms carefully and thoroughly. If you do not accept Our Terms, you must not use our Services.

PERSONAL DATA

In order to provide the Services, we may collect personal data from you. Before using our Services, please read our privacy policy available here ("**Our Privacy and Cookies Policy**"[*link to policy*]).

ELIGIBLE USE

You confirm that you are of legal age to access and use Our Site, Our App and / or the Services and are of legal capacity to agree to Our Terms. You are not eligible to use the Services if you are under the age of 18. Our Terms apply to individuals only; for any corporate use, please contact us at support@swiftgift.me

LANGUAGE

We only conclude contracts in the English language.

OUR SERVICES

SwiftGift provides:

- A. a service to obtain delivery addresses to assist in the delivery of online purchases to a specified recipient (the "**Address Service**"); and
- B. a gift concierge service to make selecting gifts simpler (the "**Gift Concierge Service**"),

together, the "**Services**". The Services allow you to send a unique link to the intended recipient of your selected purchase (the "**Gift**"), and on following the prompts within the link, your recipient will provide their preferred delivery address for the Gift you have purchased on their behalf.

Gifts are either purchased from us through the Gift Concierge Service or, when using the Address Service only, from one of our retail business partners ("**Retail Business Partners**").

REGISTERING WITH US

In order to use the Gift Concierge Service, you must first register to set up an account with us by completing the account registration form available on Our Site or Our App. You only need to register once.

To register, you must provide us with accurate, complete and up-to-date contact information, including name, postal address, telephone number and email address. You are responsible for the information you provide to us. You must promptly update your account information online in the event of any changes to this information.

USERNAME AND PASSWORD

Upon registration for an account with us, you will be asked to create a username and password. You must keep your username and password confidential at all times and use it only to access and use your account and not for any other purpose. You are the only authorised user of your account and, accordingly, you must not disclose your username and/or password to anyone else. You should contact us immediately upon discovering any unauthorised use of your account or error in the operation of your username and/or password (see [Contacting us](#)). Any breach of these terms and/or any use of your account by anyone to whom you disclose your username and/or password will be treated as if the breach or use had been carried out by you, and will not relieve you of your obligations to us.

Passwords are our property and we reserve the right to alter or replace them, or require you to do so, at any time in our sole discretion.

THE ADDRESS SERVICE

If you choose to use the Address Service when making a purchase through any of our Retail Business Partners, you acknowledge that SwiftGift has no responsibility for such Gifts: we are simply involved with administering part of the delivery process. To cancel any purchase of a Gift when using the Address Service, you must contact the Retail Business Partner.

The Address Service is provided free of charge to you and the recipient of the Gift; you only pay for the Gift selected, along with any delivery or other add-on costs charged by the Retail Business Partner.

The contract for the purchase of Gifts is between you and the Retail Business Partner of such Gifts. This means that it is the Retail Business Partner (not us) who is legally responsible for providing the Gift to you or the recipient. The Retail Business Partner will be responsible for the sale, delivery and other after-sale care. However, we remain responsible in respect of our obligations to you in accordance with Our Terms which shall be legally binding.

If you have any questions or complaints, we can be contacted directly at support@swiftgift.me. SwiftGift will remain the point of contact for you for customer service questions related to the Services.

THE GIFT CONCIERGE SERVICE

If you choose to use the Gift Concierge Service, you are making a purchase directly from SwiftGift.

Gifts may be ordered by clicking on the Gift you wish to purchase and then following the prompts that will appear on-screen. You may check and correct any input errors in your order up until the point at which you submit your order to us by clicking the "Pay Now" button on the checkout page.

After placing an order, you will receive an acknowledgment from us that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to purchase the ordered Gift(s). All orders are subject to acceptance by us. We are not obliged to accept your order and may, at our discretion, decline to accept any order for

any reason. You do, however, acknowledge that by clicking on the "Pay Now" button, you enter into an obligation to pay for the Gift(s). Where we accept your order, we will confirm such acceptance by sending you a confirmation of your order ("**Order Confirmation**"). The contract between you and us in relation to the Gift(s) ordered ("**Contract**") will only be formed when we send you the Order Confirmation.

CHARGES AND PAYMENT

The charges for Gifts are as quoted on Our Site or Our App from time to time. Charges include VAT.

Charges are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Order Confirmation.

Our Site and Our App contain a range of Gifts and it is always possible that, despite our best efforts, some of the Gifts listed on Our Site or Our App may be incorrectly priced. We will normally verify charges as part of our order-checking procedures so that, where a Gift's correct charge is less than our stated charge, we will charge you the lower amount. If a Gift's correct charge is higher than the charge stated on Our Site or Our App, we will normally, at our discretion, either contact you for instructions or reject your order and notify you of such rejection.

Payment for all Gifts must be made by credit or debit card on the checkout page. We accept payment by most major credit and debit cards.

You should be aware that online payment transactions are subject to validation checks by your card issuer and we are not responsible if your card issuer declines to authorise payment for any reason. Please note, it is possible that your card issuer may charge you an online handling fee or processing fee. We are not responsible for this.

CONSUMER CANCELLATION RIGHTS

CANCELLATIONS WHEN USING THE ADDRESS SERVICE

SwiftGift has no responsibility for Gifts purchased when using only the Address Service. To cancel any purchase of a Gift when using the Address Service, you must contact the Retail Business Partner.

CANCELLATIONS WHEN USING THE GIFT CONCIERGE SERVICE

You may cancel a Contract with us for the purchase of a Gift within 14 days. This is known as a cooling-off period. There are some Contracts which you cannot cancel, and these are described below.

To cancel a Contract, you must clearly inform us, preferably:

- in writing (including by email), giving us your name, address and order reference; or

Details of the consumer rights described above, and an explanation of how to exercise them, are provided in the Order Confirmation. Nothing in this section affects your legal rights.

OUR REFUNDS POLICY

If you cancel a Contract within the 14-day cooling-off period (see above), we will process any refund due to you as soon as possible and, in any case, within 14 days after you notify us of cancellation.

If you received any promotional or other discount when you paid, any refund will only reflect the amount you actually paid.

Refunds are made using the same method originally used by you to pay for your purchase, unless agreed otherwise.

Retail Business Partners may have different refund policies, which will apply to Gifts purchased when using only the Address Service.

You or the recipient must also return the Gift to us within 14 days after the day of notifying us of the cancellation, in the same condition in which the Gift was received (which does not interfere with any right to take any reasonable steps to examine the Gift and make sure it conforms to the order). You and the recipient have a legal obligation to take reasonable care of the Gift. Failure to comply with this obligation may give us a right to deduct the cost of any deterioration, up to the price of the Gift, from the refund to which you are otherwise entitled.

You will not have any right to cancel a Contract for the supply of any of the following Gifts:

- perishable items, such as chocolates, sweets, flowers;
- audio and/or visual recordings or computer software or hygiene-sealed items, in each case, where the sealed packaging has been opened; or
- Gifts that have been personalised or made to your own bespoke specifications (if we offer such options);

unless such Gifts were damaged or faulty when delivered to you or have been incorrectly delivered.

To return the Gift, the parcel should be packaged securely (making sure a note of your name and address is included inside the parcel) and then returned to us, either by courier or by recorded delivery mail or other form of certified mail.

We advise that enough postal/carriage insurance is taken out to cover the value of the contents. Please save proof of posting/despatch and tracking information until your refund has been processed. You will be responsible for the cost and risk of returning the Gift to us.

DEFECTIVE GIFTS

If any Gift you purchase through us using the Gift Concierge Service is defective (in other words, it does not comply with the requirements of the Contract), you may have one or more legal remedies available to you, depending on when you make us aware of the problem, in accordance with your legal rights. If you believe a Gift is defective, you should inform us as soon as possible, preferably in writing, giving your name, address and order reference. Nothing in this section affects your legal rights.

If any Gift you purchase from a Retail Business Partner is defective, you should contact the Retail Business Partner directly.

YOUR RESPONSIBILITIES

If you are the sender of a Gift, it is your responsibility to provide to the recipient the unique link we will generate for you as part of the Services. You can send the link by email, text message or social media message.

If you are a recipient of a Gift, it is your responsibility to provide complete and accurate information at the time of entering your delivery address. Failure to provide complete and accurate

information may result in our inability, or the inability of the Retail Business Partner, to deliver the Gift.

If you wish to change your delivery address after you have provided it through the Address Service, you must contact the Retail Business Partner directly. If you wish to change your delivery address after you have provided it through the Gift Concierge Service, you must contact us directly. We will use our best endeavours to send the Gift to the updated address, but we cannot guarantee that this will be possible.

PROMO CODES AND REFERRALS

We may from time to time create and offer promotional codes and referral codes (together "**Codes**") that can be redeemed against purchases of Gifts with specified retailers. Codes will only be valid for a period of time stated on or with them.

Codes do not have any cash value. Codes may:

- (1) only be used for personal and non-commercial purposes. You can share your unique code with your personal connections via social media where you are the primary content owner. Codes may not be duplicated, sold, transferred, distributed or made available to others online (including through public sites such as coupon sites) or by other means;
- (2) not be promoted in any way including via a search engine;
- (3) not be exchanged for cash;
- (4) only be used once and only one Code may be used per person; and
- (5) may be subject to specific terms which will be made available by us, and must only be used in accordance with those terms.

In addition, from time to time we may issue referral codes to allow you to refer friends and family to the Services, and which may include rewards or discounts ("**Referral Codes**"). Referral Codes may be subject to specific terms which will be made available by us at the time you receive the code, and must only be used in accordance with those terms.

Discounts cannot be used in conjunction with any other offers or discounts.

GIFT COINS

From time to time, when you make a purchase, provide certain information, refer friends or for other reasons, we may issue you with Gift Coins. You can use these Gift Coins as a discount off future SwiftGift purchases when using the Gift Concierge Service.

Gift Coins may be awarded for various actions:

- Filling in certain information on the Profile page of Our App
- Purchasing selected Gifts
- Participating in selected competitions
- Referring friends to SwiftGift
- Other

The number of Gift Coins that you will be credited with will be set out at the time you become entitled to them. You will be able to check your Gift Coins balance in the My Profile section of Our App.

You can use Gift Coins against future Gift purchases from us through the Gift Concierge Service. You can redeem Gift Coins against up to 75% of the value of a checkout basket up to a maximum of 100,000 Gift Coins per transaction.

Gift Coins will not expire and cannot be redeemed for cash. Gift Coins can only be redeemed within Our App and may not be used in connection with any other offer or with vouchers which may also be redeemable within in Our App. Gift Coins cannot be used to pay for a purchase for a Gift from a Retail Business Partner.

PROHIBITED USE

The Services are for your personal and non-commercial use and must only be used for the purposes of purchasing and / or arranging the delivery of a Gift to a recipient. You must not use Our Site, Our App or the Services to do any of the following (each of which is strictly prohibited):

- Engage in any inappropriate behaviour including but not limited to sending illicit products or services (including any which are sexually explicit or suggestive, or involve drug use or excessive drinking);
- Restrict or inhibit any other user from using and enjoying the Service;
- Infringe the privacy rights, property rights, or other civil rights of any person;
- Harass, abuse, threaten or otherwise infringe or violate the rights of any recipient, SwiftGift (including its employees and personnel) or others;
- Harvest, data-mine or otherwise collect information about others, including email and physical addresses, without their consent;
- Use technology or other means to access our computer network, unauthorised content or non-public spaces;
- Introduce or attempt to introduce any viruses or any other harmful code, files or programs that interrupt or otherwise or limit the Services, Our Site or Our App's functionality, or damage, disable or otherwise impair our servers or networks or attempt to do the same; or
- Engage in or encourage others to engage in criminal or unlawful conduct or breach Our Terms including misuse of the Services for unlawful or unauthorised purposes.

You agree not to breach Our Terms in any way which may result in, among other things, termination or suspension of your access to the Services.

THIRD PARTY PLATFORM PROVIDERS AND APPLICATION STORES

Our App has been designed to be compatible with certain third party platform providers' devices and/or operating systems. These third parties require us to include certain additional provisions in these terms. These are set out at the end of these terms under [Additional third party terms](#). These provisions come from the relevant third party platform providers, not us.

Third party application stores are operated by the relevant third party platform providers and/or their affiliates. You must comply with all applicable terms of service, rules and policies applying to any third party application store from which you download Our App. We are not responsible for these stores or (with the exception of Our App) for anything provided by them and do not guarantee that they will be continuously available.

INTELLECTUAL PROPERTY

SwiftGift, the SwiftGift logo, brand and all other intellectual property rights, trademarks, service marks, graphics and logos used in connection with Our Site, Our App or the Services (whether registered or unregistered) belong to us or our licensors (as are applicable) and are protected by intellectual property law. Nothing in Our Terms grants you any rights in Our Site, Our App or Services or the content within the same. All rights are reserved.

DISCLAIMER

When you are using the Address Service, we are not liable or responsible for the fulfilment of any purchase of any Gift. You acknowledge and agree that we are not responsible for addressing any claims you have as regards any Gifts.

WE CANNOT GUARANTEE OUR SITE, OUR APP OR THE SERVICES

We make no warranty or guarantee that Our Site, Our App or any other aspect of the Services is suitable for your intended use, error-free, timely, reliable, entirely secure, virus-free or available. We make no guarantee of particular results or outcomes by use of Our Site, Our App or any other aspect of the Services.

Nothing in Our Terms will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit and nothing in Our Terms will exclude or limit our liability in respect of any: death or personal injury caused by the negligence of SwiftGift, fraud or fraudulent misrepresentation by SwiftGift, or any matter which it would be illegal or unlawful for SwiftGift to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Subject to this, if you are a consumer and not a business customer, in no event shall we be liable to you for any business losses, and if you are a business customer, in no event shall we be liable to you for any indirect or consequential losses, or for any loss of profit, revenue, contracts, data, goodwill or other similar losses, and any liability we do have for losses you suffer shall not exceed £100 and is strictly limited to losses that were reasonably foreseeable. Losses are foreseeable where they could be contemplated by you and us at the time you use our Services.

We are not liable or responsible for any errors in or failure to provide the Services due to your error or failure to provide accurate and complete information.

Whilst we make every effort to ensure that the Services are available, we do not represent, warrant or guarantee in any way the continued availability at all times or the uninterrupted use by you of the Services. We reserve the right to suspend or cease the operation of all or part of the Services from time to time at our sole discretion.

Use of Our Site, Our App and the Services is on an "as-is" and "as available" basis. To the maximum extent permitted at law in no event shall we be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, loss of data, lost revenues, loss of goodwill, loss of anticipated saving or profits, or arising out of or in any way connected with the use or performance of Our Site, Our App or the Services, or with the delay or inability to use Our Site, Our App or the Services, or with the provision of or failure to provide Our Site, Our App or the Services.

MODIFICATION AND TERMINATION

We may modify Our Terms or terminate use of the Services at any time. If you do not agree to any changes, you must stop using the Services. We may also change, suspend, terminate or discontinue any aspect of the Services including availability of certain features at any time for any reason.

SEVERABILITY

If any provision of Our Terms is deemed or becomes invalid, the validity of the other provisions shall not be affected.

GOVERNING LAW AND JURISDICTION

You agree that Our Terms for all purposes, shall be governed by and construed in accordance with English and Welsh law except that (if you are a consumer and not a business user) and if you live in a country (which, for these purposes, includes Scotland or Northern Ireland) of the European Union other than England, there may be certain mandatory applicable laws of your country which apply for your benefit and protection in addition to or instead of certain provisions of English law.

You agree that any dispute between you and us regarding these terms will only be dealt with by the English courts, except that (if you are a consumer and not a business user) and if you live in a country (which, for these purposes, includes Scotland or Northern Ireland) of the European Union other than England, you can choose to bring legal proceedings either in your country or in England, but if we bring legal proceedings, we may only do so in your country.

The European Online Dispute Resolution platform <http://ec.europa.eu/consumers/odr/> provides information about alternative dispute resolution which may be of interest.

Please email support@swiftgift.me for any other enquiries.

ADDITIONAL THIRD PARTY TERMS

APPLE

If the App that you download, access and/or use is downloaded from the App Store operated by Apple Inc. ("**Apple**"):

- your licence to use the App is limited to a non-transferable licence to use the App on an Apple-branded device owned or controlled by you and as permitted by Apple's usage rules published in its App Store terms of service, except that the App may be accessed, acquired and used by other accounts associated with you via Family Sharing or volume purchasing;
- you acknowledge and agree that:
 - Apple has no obligation at all to provide any support or maintenance services in relation to the App. If you have any maintenance or support questions in relation to the App, please contact us, not Apple, using the [Contacting us](#) details in these terms;
 - we, not Apple, are responsible for responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including (i) product liability claims, (ii) any claim that the App fails to conform to

- any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation;
- in the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App to you;
- to the maximum extent permitted by applicable law, Apple will have no other warranty obligations whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs and expenses attributable to any failure to conform to any warranty will be our sole responsibility and we are solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed;
- in the event of any claim by a third party that your possession or use (in accordance with these terms) of the App infringes any intellectual property rights, Apple will not be responsible or liable to you in relation to that claim; and
- although these terms are entered into between you and us (and not Apple), Apple and its subsidiaries are third party beneficiaries of these terms and, upon your acceptance of these terms, Apple Inc. (and will be deemed to have accepted the right) to enforce these terms against you as a third party beneficiary thereof;
- you represent and warrant that:
 - you are not, and will not be, located in any country that is the subject of a United States Government embargo or that has been designated by the United States Government as a "terrorist supporting" country; and
 - you are not listed on any United States Government list of prohibited or restricted parties; and
- you must comply with any applicable third party terms of agreement when using the App, such as your mobile phone provider's data usage agreement.

GOOGLE

If the App that you download, access and/or use is downloaded from Google Play:

You are allowed unlimited reinstalls of the App without any additional fee, provided that if the App is removed from Google Play due to (a) an allegation of infringement, or actual infringement, of any third party Intellectual Property Right; (b) an allegation of, or actual violation of, third party rights; or (c) an allegation or determination that such Product does not comply with applicable law (collectively "**Legal Takedowns**") then the App will be removed from all portions of Google Play and you will no longer have a right or ability to reinstall the App.

You may also be able to claim a refund from Google for purchases made in the App if you qualify under the Google Play refund policy at

https://support.google.com/googleplay/answer/2479637?p=play_refund.

We grant to the User a nonexclusive, worldwide, and perpetual license to perform, display, and use the App. The "**User**" means you and may also include, but is not limited to, a family group and family members whose accounts are joined together for the purpose of creating a family group. Family groups on Google Play will be subject to reasonable limits designed to prevent abuse of family sharing features.

MICROSOFT

If you download the App from a Microsoft-owned or operated platform, however named, through which applications may be offered to or acquired by customers, we are required to permit you to stream and run the App on up to at least ten Windows 10 devices that are associated with your Microsoft account, without payment of any additional fees, with no restriction on (i) how often you can register or de-register such devices or (ii) how often you must access the App from a given device to maintain or refresh your licensed files on that device. You may also download the App to a device that is not registered with your Microsoft account.