

General provisions

1. This document constitutes the regulations referred to in the provision of Article 8 of the Act of July 18, 2002 on the provision of electronic services (i.e., consolidated text February 6, 2020, Journal of Laws of 2020, item 344), hereinafter referred to as the Terms of Service.
2. Giftoin Platform, smart contracts and technology Beta version 0.6.1 ("**Platform**") is maintained by the company acting under the name of Giftoin SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, established and operating in accordance with the laws of the Republic of Poland, with its registration number KRS: 0000997519, NIP: 5213988736; having its seat at Warsaw, at Bartycka 22B/21a, 00-716 Warsaw, Republic of the Poland; Company is entered also in Polish Register of Virtual Asset Service Providers under position RDWW-518; electronic mail address: contact@giftoin.com ("**Administrator**")
3. The Service Provider renders services by electronic means in accordance with the Terms of Service.

Type and scope of Services provided by the Giftoin Platform ("Services" or "Service")

1. Web3 Campaigns and Giftoins processing per consumer and clients requests
2. The services includes a branded gifts wallet linked to Gift On create and send by the client and consumers
3. The Service is intended solely for use by adults that passed the KYB process and approved the Terms of service .
4. The User is obliged to refrain from carrying out any unlawful actions related to using the Service, especially using the Service directly or indirectly in an illegal manner, contrary to the Terms of Service, good manners or generally accepted principles of using the Internet.
5. The User is obliged to refrain from using the Service in a manner contrary to its purpose, especially to perform marketing, advertising and promotional activities.
6. As a consequence of a proper registration the Service creates an Account for the User, which gets assigned to his username, thereby the agreement of managing the Account is concluded.
7. The User gains access to the Account by inserting his username and password into an indicated box, via the Website Service.
8. The User name can be any random name, however, it can not be contrary to law, good manners or generally accepted principles of using the Internet and violate the law of another entity, third party personal rights.
9. The Administrator is entitled to remove or suspend the Account, in case of: a) infringement of the provisions of Terms of Service; b) inactivity of the Account for the period exceeding one year, understood as discontinuation of entering data to the Website Service IT system in purpose of login into the Account.
10. The agreement of managing the Account can be terminated by removing the Account or by making declaration by the User, in particular sent in electronic form to the following e-mail address of the Administrator: contact@giftoin.com
11. The Client is obligated to indicate in the Order Form his personal data.
12. By the indication of electronic mail address the User consents to receive commercial information from the Administrator.
13. The Service Provider shall not be responsible for cases of unavailability of the Contact Form occurring due to the failure of the telecommunication communication system and for other consequences of the malfunction of telecommunication links and damages caused by them.

Prices

1. The Giftoins prices as defined in the pricing offer approved by the user.

Liability

1. The Administrator is not liable for the damage which occurred as a consequence of not providing to the User the E-Services and performing Service Agreement rendered under these Terms of Service, as a result of the circumstances for which the Administrator is not responsible, especially those due to force majeure, equipment failure, errors or third party intervention.
2. The Administrator is not liable for the damage which occurred as a consequence of a temporary unavailability of the Service, being a result of the implementation of changes and the Service modernization.
3. The Administrator is not liable for the consequences of non-performance or improper performance of the obligations assumed by anybody, via platform or Service, and for the capacity of those persons to assume obligations.
4. Entities independent of the Administrator are allowed to place advertisements on the Service using reference marks (links), banners etc. The Administrator bears no liability for the offers, information or actions performed by third parties. The User who decides to act in compliance with the advertisement, does it at his own risk.
5. The Administrator bears no liability for the consequences of gaining the Client's password by a third party.
6. The Administrator is not liable for the damage which occurred as a consequence of not making or inappropriate making of payment via payment provider.
7. The Service Provider has a legal obligation to provide the Consumer with a Giftoin without defects.
8. The basis and scope of the Service Provider's liability to the Consumer if the delivered Giftoin has a physical or legal defect are defined by generally applicable laws, in particular the Polish Civil Code.
9. Liability to the Client who is not a Consumer and an Entrepreneur on the rights of a Consumer is excluded.
10. If the Giftoin received by the Client who is a Consumer is defective, he may exercise his rights from the Service Provider under provisions of the Polish Civil Code.
11. The Consumer may file a complaint, for example: a. in writing to the address: 22B /21A Bartycka; 00-716 Warsaw b. in electronic form via e-mail to: contact@giftoin.com
12. The Service Provider will respond to the Consumer's complaint no later than within 14 calendar days from the date of its submission. If the Consumer has requested replacement of the item or removal of the defect, or has made a statement on price reduction, specifying the amount by which the price is to be reduced, and the Service Provider has not responded to this request within 14 calendar days, it is considered that the Service Provider has recognized the request as justified.
13. The Consumer may, within 14 calendar days, withdraw from the contract concluded with the Service Provider, without giving any reason and without incurring costs other than those provided by law and indicated in the Regulations. To meet the deadline it is sufficient to send the Service Provider's statement of withdrawal from the contract before its expiration. However, this right does not apply in the cases described in this section below, in particular a. in the case of a contract for the supply of digital content that is not recorded on a tangible medium, if the performance has begun with the express consent of the consumer before the expiration of the deadline for withdrawal and after the Seller has informed him of the loss of the right to withdraw from the contract; b. in the case in which the price depends on fluctuations in the financial market, over which the Service Provider has no control, and which may occur before the expiration of the deadline for withdrawal from the agreement.
14. Client hereby acknowledges the nature of Service Agreement and Giftoin (digital content that is not recorded on a tangible medium / the price depends on fluctuations in the financial market, over which the Service Provider has no control) and lack of right of the right to withdraw from the Service Agreement.
15. The User and the User who is a Consumer shall be entitled to apply to the permanent amicable consumer court referred to in Article 37 of the Act of December 15, 2000 on Trade Inspection (Journal of Laws No. 4 item 25, as amended) to resolve a dispute. Information on how to access the above dispute resolution procedure and procedures can be found at the following address: <http://www.uokik.gov.pl>, in the sub-page "Settlement of consumer disputes".
16. Pursuant to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of May 21, 2013 on Online Dispute Resolution for Consumer Disputes, a Consumer has the option to file a complaint through the ODR platform at <https://webgate.ec.europa.eu/odr/main/?event=main.home.show>.
17. The ODR platform is a platform for online dispute resolution between consumers and traders at the EU level, which is an interactive and multilingual website with a one-stop shop for consumers and traders seeking out-of-court dispute resolution of contractual obligations arising from an online sales or service contract.
18. The Consumer has the option of using out-of-court means of complaint handling and redress, for example, by submitting a request for dispute resolution to a permanent amicable consumer court or submitting a request for out-of-court dispute resolution to a Provincial Inspector of the Commercial Inspection.

Complaint procedures

1. If the Services provided by the Administrator are not realised in accordance with these Terms of Service, the User is entitled to file a complaint.
2. The complaint can be also filed when the User or other person starts to entertain doubts about the quality of the Services provided by the Administrator or states that their rights have been violated due to the Website Service's functioning.
3. The complaint can be filed by electronic means, via email: contact@giftoin.com.

4. The complaint application has to contain: a. name and surname; b. company name; c. electronic mail address; d. the reason for filing a complaint and a detailed description of the manner and range of violation; e. where possible, evidence to support the complaint, in particular the screenshot.
5. If the reason of the complaint is failure to deliver the Giftoin, The Client's complaint is being considered without undue delay, no longer than within 24 hours counting from the date of its receipt in a correct form and with the proper content.
6. If delivered Giftoin has faults the Client is entitled to withdraw from the Service Agreement, demand the refund of the purchase price or deliver the Giftoin free of any defects.
7. For fault or defect of the Giftoin is considered in particular no possibility of its activation.
8. In Particular, lower than recommended computer technical parameters resulting in malfunction of the Giftoin can not be considered as fault or defect of the Giftoin and be the reason for complaint.
9. After the Purchase Order has been completed and Giftoin registration key or activation code has been used by the Client the Giftoin can not be returned.
10. The Reply to the complaint shall be sent by electronic means to the electronic mail address, from which it was sent.

User's rights

1. The User interested in gaining Access to the Service, should have: 1.1. The computer with Internet access; 1.2. The Internet browser: Mozilla Firefox version 8.0 or later, Internet Explorer version 7.0 or later, Opera version 10 or later, Google Chrome version 17 or later; 1.3. Display resolution 1024x768 at least; 1.4. Support for cookie files enabled in the Internet browser

Intellectual property rights

1. The Technology, Platform and the Service are the Administrator's property by the agreement with Giftoin LTD. The source code, the database, the Service's software enabling the usage of E-Services, concluding Service Agreement marketing materials and other elements having features of a composition, available on the Website Service, are the Administrator's sole intellectual property.
2. The User is entitled to use the Service and the data it contains only in a range stated in the Terms of Service – for his own business needs. As a consequence, the User is not allowed, especially to: 2.1. Translate, adapt, change the structure or perform any other modifications to the Website Service's data. 2.2. Disseminate, duplicate, copy, use in whole or partially the information present on the Website Service, especially on the basis of lending, lease, tenancy or sale; 2.3. Giving access to the Website Service and its database to the third party, including sharing the password with the third party; 2.4. Gaining information about the internal structure or functioning of the Administrator's Website Service's software; 2.5. Unauthorised downloading, changing or deleting the Website Service's data; 2.6. Recording and multiplying data downloaded from the Website Service, except making printouts for one's own purposes.
3. Every breach of the Administrator's intellectual property rights by the User results in civil and/or criminal liability.

Final provisions

1. The Administrator reserves the right to make amendments to the provisions of these Terms of Service unilaterally, at any time, without giving reasons.
2. The Administrator is obliged to inform the Users about any amendments to the Terms of Service immediately, by publishing them in a form of the Terms of Service uniform text on the Website Service.
3. The Administrator shall inform the Clients about changing the Terms of Service via email. The information will be limited to indicating the address of the website where the new version of the Terms of Service is available.
4. The date of publishing the amended provisions of the Terms of Service is the date of them coming into force. The amended provisions of the Terms of Service shall apply to the Agreements concluded before the date of them coming into force only if the User does not terminate the Agreement within 14 day's period counting from the day of being informed by the Administrator about changing the Terms of Service.
5. The governing law for the Terms of Service is the law of the Republic of Seychelles.
6. The governing law for all legal agreements between the Service Provider and the Client as well as for services provided by electronic means is the law of the Republic of Poland.
7. Personal data provided by the Users are gathered and processed by the Administrator in accordance with the legal Terms of Service in force and with the Privacy Policy – a separate document published on the Website Service.
8. The Client should contact the Administrator via email: contact@giftoin.com or contact form.
9. The Client should contact the Administrator using the email address given during the Registration process.
10. The Terms of Service are available at the Service in its valid version.

Private Policy & AML

Private Policy

1. The data controller (hereinafter: "Data Controller") of personal data collected on the platform and Services is Giftoin SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, established and operating in accordance with the laws of the Republic of Poland, with its registration number KRS: 0000997519, NIP: 5213988736; having its seat at Warsaw, at 22B/21a Bartycka Street, 00-716 Warsaw, Republic of the Poland; electronic mail address: contact@giftoin.com. Company is also entered in the Polish Register of Virtual Asset Service Providers under position RDWW-518.
2. All capitalised terms used in this Privacy Policy have the meaning defined for them in the Terms of Services (<https://giftoin.com/terms-of-service>)
3. Users personal data is processed on the basis of:
 - a) article 6 (1b) of regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR"), i.e. processing is necessary for the performance of services provided by the Company – E-Services and Service Agreement within the meaning of the Terms of Service virtual currencies and means of (hereinafter: "Services"). The legal basis of processing is contractual necessity.
 - b) article 6 (1c) of GDPR, i.e. processing is necessary for compliance with a legal obligation to which the Data Controller is subject; i.e. the data processing is necessary in order to comply with the Data Controller's legal obligation, such as tax obligations or obligations under Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, and amending Directives 2009/138/EC and 2013/36/EU; Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC (text with EEA relevance), hereinafter the 'AML Directive', and the Polish Act of 26 October 2017 on the Prevention of Money Laundering and Terrorism Financing, hereinafter the Polish Act of 1st March 2018 on counteracting money laundering and financing terrorism (Polish Journal of Laws 2022, item. 593, 655, 835, 2180, 2185 – consolidated text) – "AML Act";
 - c) article 6 (1f) of GDPR, i.e. the Data Controller's legitimate interest including, without limitation, improving the quality of services and adapting them to the needs of the Users, interested parties and visitors, responding to your requests, making the website and the services more effective, safeguarding the security of the Controller's website, sending out the newsletter and marketing the Controller's own Services;
 - d) article 6 (1a) GDPR i.e. freely given consent for data processing concerning a request submitted via the contact form available at <https://giftoin.com> or using the contact data available at <https://Giftoin.com>, wherein making contact with the Data Controller along with providing Personal data is treated as an expression of the required consent;
4. E-Services and Service Agreement are not intended for persons younger than eighteen (18) years of age. The Data Controller has no intention of processing their personal data. If User is younger than 18, he or she should not use the Data Controller's E-Services and Services and should not send any information about him or herself.
5. Users personal data will be processed for the necessary period of time. As a rule it will be necessary for the proper performance of Services and the fulfilment of obligations of the Data Controller resulting from applicable laws. Users has been advised the Data Controller will be entitled to process User's personal data longer if such obligation arises from the law and in order to claim or defend against claims by third parties. Depending on the scope of personal data and the purposes of their processing, they may be stored for a different period. In any case, a longer period of process of personal data is applicable.
6. User has the right to: a) access his/her personal data, and learn if personal data is being processed or shared with other entities; b) correct the incorrect data and complete the incomplete data; c) demand deleting his/her data; d) demand limiting processing of his/her personal data, e) raise objections to the processing of his/her personal data, f) transfer his/her personal data, g) file a complaint to the supervisory body: Prezes Urzędu Ochrony Danych Osobowych (PUODO), ul. Stawki 2, 00-193 Warszawa, Polska Tel. +48 22 53 10 440; e-mail: kancelaria@uodo.gov.pl; web page: <https://uodo.gov.pl/>
7. Users can use the above rights and obtain detailed information about them by contact with Data Controller: contact@giftoin.com.
8. Based on Users personal data, the Data Controller will not make automated decisions, including decisions resulting from profiling.

9. The recipients of Users personal data will be only entities authorised to obtain personal data on the basis of legal provisions, i.e. a provider of accounting and banking services, a provider of technology-related services (support of Data Controller's websites), courier service providers, and printing and delivery of correspondence mail.
10. The Data Controller makes every effort to ensure all means of physical, technical and organisational protection of personal data against their accidental or deliberate destruction, accidental loss, alteration, unauthorised disclosure, use or access in accordance with all applicable regulations.
11. Users personal data is processed electronically and manually, in accordance with the methods and procedures related to the processing purposes referred to in point. 2 of this clause.GIFTOIN
12. The Data Controller may transfer personal data to third countries, i.e. countries located outside the European Economic Area. Users data may be transferred solely to third countries or third parties which were recognised by a decision of the European Commission as offering an adequate level of data protection. The list of countries confirmed by a decision of the European Commission to offer an adequate level of protection can be found at the link. If no decision of the European Commission confirming an adequate level of protection referred to in Article 45(3) of the GDPR has been issued, Users personal data may be transferred to a third country solely on the basis of: binding corporate rules, standard data protection clauses adopted by the European Commission, standard data protection clauses adopted by a Polish supervisory authority and approved by the Commission, an approved code of conduct, or an approved certification mechanism (Article 46 of the GDPR). If no decision of the European Commission confirming an adequate level of protection referred to in Article 45(3) of the GDPR has been issued and in the absence of the safeguards listed in Article of the 46 of the GDPR, including binding corporate rules, Company will ask Users to grant his/her express consent for a transfer to a third country or international organisation after advising Users about the possible risks of such transfer pursuant to Article 49(1)(a) of the GDPR. In connection with the transfer of Users data outside the EEA Users may request information about safeguards used in this respect, obtain a copy of such safeguards or information about the place in which they are shared by contacting the Data Controller.
13. The Data Controller is allowed to amend this Privacy Policy at any time. User shall be notified of any amendments by publication of an updated, modified Privacy Policy on the Data Controller's website. It is recommended to read through the contents of the Privacy Policy regularly.

Cookies

Cookies are small data files that are stored on the hard disk of the person who visits a Web page, for keeping statistics and facilitating the User's access to the Website. Cookies are harmless to the User's computer system or its files, and in no way do they provide access and knowledge of the visitor's documents or computer files. If you do not like the use of cookies, you can prevent the setting of cookies by adjusting the settings on your browser. However, you should be aware that disabling cookies will affect the functionality of this and many other websites that you visit. Therefore, it is recommended that you do not disable cookies, but if you do so, the Data Controller bears no responsibility for any dysfunctionality of this website. Website <https://Giftoin.com/> uses cookies for your automatic recognition as a registered User after you log (log in) or in case you wish to browse secure subpages, for your automatic recognition when using E-Services and concluding/performing Service Agreement, which are necessary for the storage of technical data, to improve the performance of our website, to personalise your interface and personalization of our website operation, or in order to provide online content that corresponds to your choices and interests. When you access our website or use our services, we, or companies we hire to track how our website is used, may place small data files called "cookies" on your computer. Sometimes our page uses cookies provided by trusted third parties. Cookies placed on the User's end device may also be used by advertisers and partners cooperating with the Data Controller. It is recommended to read the privacy policy of these entities in order to learn the rules of using cookies used in the statistics. Cookies may be used by advertising networks, in particular the Google network, to display advertisements tailored to the manner in which the User uses the Website. For this purpose, they can save information about the User's navigation path or the time of staying on a given page. In terms of information about User preferences collected by the Google advertising network, the User may view and edit information derived from cookies using the tool: <https://www.google.com/ads/preferences/>

AML Policy

Giftoin ("Giftoin") is committed to conducting its business in accordance with all applicable laws and regulations, enhancing its reputation in the market. This policy records Giftoin's approach to identifying, mitigating, and managing the risk that Giftoin products and services might be involved in facilitating money laundering or financing terrorism. Giftoin has internal AML policy according to Polish law.

Description of money laundering and terrorism financing Giftoin defines money laundering ("ML") as an activity designed to conceal or disguise the true origin of criminally derived proceeds to make them appear to have been sourced from legitimate sources.

Terrorist Financing ("TF") is considered to provide financial support to terrorism or terrorist organisations to enable them to carry out acts of terrorism.

Objectives of Giftoin's AML/CTF policy Giftoin has established an AML/CTF policy that sets the core principles for managing ML/TF risk. The policy is global and outlines group-wide standards to meet regulatory and ethical obligations in the economies in which Giftoin does business. This contributes to the stability, integrity, and strength of the global financial system and protects Giftoin from reputational damage and regulatory action.

****The core principles **** Giftoin has adopted the following core principles:

Giftoin opposes the crimes of money laundering and terrorist financing and maintains a framework to identify and mitigate the risk that its products and services could be used for such purposes.

Giftoin will endeavour to provide its products and services only for legitimate purposes to customers whose identities Giftoin has been able to ascertain reasonably.

Giftoin will take reasonable steps to ensure that sufficient funding and resources are available for the implementation and performance of activities required by Giftoin's AML Program. · Giftoin employees are required to attend AML training to understand their obligations under the relevant laws, rules, and regulations.

Giftoin will monitor its customers, their transactions, and their employees, consistent with the level of money laundering and terrorist financing risk they represent.

Giftoin will manage new and revised changes to Giftoin's products, business processes, and systems to ensure that money laundering and terrorist financing risks are identified and managed. Know Your Customer ("KYC")

Giftoin endeavours to follow all KYC policies and procedures relevant to the regions in which it operates. Applicable KYC policies and procedures to establish and verify the identity and bona fides of customers will also be complied with.

****These will include: **** Customer acceptance procedures that identify types of customers and transactions likely to pose a higher than average risk Giftoin and require a higher level of due diligence; · Procedures to establish if customers are known or suspected money launderers, terrorists, or otherwise engaged in criminal activity (e.g., reviewing customers against government/United Nations/regulators' lists of proscribed persons);

Enhanced Due Diligence is undertaken where a transaction or a counterparty results in a heightened level of financial crime or reputational risk; A risk-based periodic review of existing customer records to maintain currency and completeness; · Ongoing monitoring of transactions conducted by customers using a risk-based approach; · Procedures prohibiting accounts/relationships, including payment processing, with shell banks; · A clear statement on what records must be kept on customer identification and individual transactions and their retention period; and

Regular compliance reviews and independent audits of AML/CTF program and procedure documents and execution against established standards.

Suspicious Activity

Giftoin staff is trained and made aware of "red flags" or anything that is unusual or out of the ordinary when dealing with customers and customer-related information. Giftoin has the relevant procedures and processes in place to ensure that any genuinely suspicious matters are detected and escalated for review by senior management. Giftoin AML training program Giftoin has a robust AML Training Program to educate employees in implementing and maintaining Giftoin's AML Program. Relevant employees undergo initial AML training when they join Giftoin. In addition, there are ongoing training requirements for all relevant employees.

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