

General Terms and Conditions

Article 1 - General Terms

1.1 These general terms and conditions apply to any offer made by Giftasso and any contract concluded between Giftasso and the consumer. The general terms and conditions of Giftasso are available at: <https://giftasso/mentionslegales/conditionsgenerales/> . Consumers can easily download and save these general terms and conditions.

1.2 If any provision of these general terms and conditions is invalid or annulled, the other provisions of these general terms and conditions will remain fully in force.

Article 2 - The Purchase Contract

2.1 The offer includes a complete and accurate description of the digital products offered. Giftasso is not bound by obvious errors or apparent mistakes in the offer.

2.2 Giftasso is neither a publisher nor an issuer of digital products. The offer is at all times limited to what is proposed or announced by the publisher or issuer of the digital product under the general terms of the digital product.

2.3 The purchase contract is concluded when the consumer activates the "Order and Pay" button. The purchase contract is conditional upon Giftasso receiving payment from the consumer.

2.4 When making a purchase using a credit card, the consumer affirms that the purchase is made solely for their personal use and not for the interests of a third party. This condition ensures compliance with credit card non-transferability requirements.

2.5 Upon receipt of payment, the digital product is delivered immediately.

Article 3 - Exclusion of the Right of Withdrawal

3.1 The purchase concerns the provision of digital content that is not delivered on a physical medium. By their nature, these digital products may be excluded from the right of withdrawal. Giftasso excludes this right of dissolution. Before making the purchase, the consumer must expressly agree to Giftasso commencing the delivery and declare that they thereby waive their right of cancellation.

Article 4 - Price

4.1 The price of the digital product is the price indicated in the shopping cart of Giftasso's online store.

4.2 The price shown on the payment page may include VAT, transaction fees, and service charges. Transaction fees are the fees charged by the payment service provider to Giftasso for the payment method chosen by the consumer. These fees vary depending on the payment method and are displayed on the payment page if applicable. Service charges include all other costs charged by Giftasso for its services. These may vary by product and will be indicated for each product in the shopping cart, if applicable.

4.3 Contrary to Article 4.1, Giftasso may offer digital products whose prices are subject to fluctuations in the financial market and over which Giftasso has no influence, with variable prices. The fact that this offer is subject to fluctuations and that the prices indicated are indicative is mentioned in the offer.

Article 5 - Delivery and Execution

5.1 Delivery is made via email. The consumer must provide a correct email address and verify it. If the consumer has provided an incorrect email address, the digital product cannot be delivered. The consequences of providing an incorrect email address are entirely the responsibility and risk of the consumer.

5.2 Customers who pay via PayPal will receive the product at their PayPal email address and not at the email address provided on the "delivery page" (if different). Giftasso is not responsible for the inability to access the PayPal email address to which your product was delivered.

5.3 The consumer must input the correct region and verify it. Once the "Order and Pay" button has been activated, it is no longer possible to modify the region. Therefore, the consequences of specifying an incorrect region are entirely the responsibility and risk of the consumer. Delivered digital products cannot be returned.

5.4 In the event of a defect, the consumer is required to cooperate with Giftasso to determine the cause of the defect. The consumer must provide Giftasso with all relevant information, such as a screenshot of the error message, the value, currency, and region of the account to which the credit was to be added, and the URL of the redemption page. The consumer must also grant Giftasso digital access to their device to identify the cause of the defect.

5.5 We reserve the right to send reminders regarding unpaid invoices or any other relevant matters concerning the provided products. These messages may be sent via email, SMS, or any other means of communication you have provided. By using our services, you agree to receive such reminders.

Article 6 - Fraud

6.1 Giftasso may encounter individuals (natural or legal) attempting to commit fraud, launder money, finance terrorism, or use Giftasso's services illegally or inappropriately. The interests and integrity of Giftasso and others may be affected. Giftasso has implemented protective measures resulting from legal requirements under Portuguese anti-money laundering and anti-terrorism financing laws, as well as European Payment Services Directives 1 and 2 (PSD1 and PSD2), or independently by financial institutions. These measures aim to mitigate risks and reduce negative impacts on Giftasso and others. The consumer must comply with these protective measures.

6.2 In cases of suspected fraud, money laundering, or terrorism financing, Giftasso reserves the right to:

- Withdraw an offer.
- Refuse or terminate a contract.

- Request additional information, such as copies of passports or ID cards, bank statements, phone bills, proof of payment, etc.
- Suspend deliveries during the investigation period.
- Suspend any refunds during the investigation period.
- Recover or offset damages caused by fraud, money laundering, or terrorism financing, including investigation costs.
- Report fraud, money laundering, or terrorism financing to the police, relevant financial institutions, and anti-fraud platforms.

Article 7 - Warranty

7.1 Giftasso guarantees that digital products comply with the contract, the specifications in the offer, reasonable standards of reliability and usability, and current legal and regulatory requirements at the time of contract conclusion.

7.2 The above does not apply to statements made by third parties. Statements from the publisher or issuer of the digital product are not considered Giftasso's communications. The validity periods of digital products vary. Some products have unlimited validity, while others are, for example, valid for three months. The validity period of a digital product is determined by the publisher or issuer. Some digital products in Giftasso's online store come directly from the publisher or issuer and are activated upon purchase. For these, the validity equals the period communicated by the publisher or issuer. Other digital products come from distributors and may already be activated. In this case, the remaining validity is shorter than the duration communicated by the publisher or issuer, and this reduced duration is reflected in the product price. Shorter remaining validity periods cannot be considered a defect. Giftasso provides no guarantee in this regard, and no replacement or refund will be issued for expired digital products.

7.3 The general terms and conditions applicable to the digital product may not have been made available to or by Giftasso. The consumer must download them independently from the publisher's or issuer's website.

Article 8 - Force Majeure

8.1 Giftasso is not obligated to fulfill any obligation to the consumer if prevented by circumstances beyond its control, such as internet disruptions, payment service failures, stock shortages, wars, riots, fires, strikes, transport difficulties, energy shortages, disasters, restrictive government measures, company equipment malfunctions, or third-party service or product failures.

8.2 Giftasso may suspend its obligations during the force majeure period.

8.3 Following notification of non-delivery due to force majeure, the consumer has the right to terminate the contract. Refunds will only be issued to SEPA or PayPal accounts.

Article 9 - Liability

9.1 Giftasso is not liable for damages resulting from fraud, money laundering, terrorism financing, or any other illegal act, or suspicion thereof.

9.2 Giftasso is not liable for damages resulting from the loss, theft, destruction, misuse, or improper use of a digital product.

9.3 Giftasso is not liable for damages if the validity period of a digital product has expired.

9.4 Giftasso is not liable for damages due to restrictions or limitations specified in the terms and conditions of the publisher or issuer of the digital product. Giftasso is also not liable for damages caused by acts, omissions, or decisions of the publisher or issuer. It is not responsible for damages if the terms of the digital product have been violated.

9.5 Giftasso is not liable for damages arising from the failure to comply with the information obligation set out in Article 5.3.

9.6 Giftasso is not liable for damages caused by account hacking, social engineering, or other illegal acts by third parties.

9.7 Giftasso is not liable for damages resulting from incorrect entry of an email address, incorrect selection of a country, or any other incorrect input or choice by the consumer.

9.8 Giftasso is not liable for damages resulting from actions or omissions by third parties.

9.9 Giftasso is not liable for damages if the product issuer or the operator of the website where the product is redeemed has detected (or suspected) fraud, money laundering, or terrorism financing.

9.10 Giftasso will not be held liable if the product cannot be used due to a malfunction on the part of the product issuer or the website operator where the consumer intends to use the product.

9.11 Giftasso is not liable for fees charged by the product issuer, such as maintenance or redemption fees.

9.12 Giftasso's liability is limited to damages that are an immediate and apparent consequence of non-performance or improper performance, up to the nominal value of the defective digital product. Giftasso is not liable for indirect or consequential damages.

9.13 Giftasso's liability will be limited to the amount covered by its insurance.

9.14 In the event of liability for a defective product, Giftasso will either provide an equivalent digital product or refund the paid amount.

9.15 The limitations of liability in these terms do not apply if the damage is due to intentional or deliberate recklessness by Giftasso's directors.

9.16 Metacard unequivocally disclaims any association with or endorsement of the use of products presented on its website (Giftasso) for any illegal practices and explicitly states that it accepts no liability for any engagement by the buyer in such practices.

Article 10 - Complaint Procedure

10.1 Giftasso has a complaint procedure published on its website and handles complaints in accordance with this procedure.

10.2 Complaints related to the execution of the contract must be submitted to Giftasso in a complete and clearly described manner.

10.3 Complaints submitted to Giftasso will be addressed as quickly as possible, but no later than within 14 days of receipt. If a complaint requires a longer foreseeable processing time, Giftasso will inform the consumer within 14 days of the expected date for a more detailed response. Giftasso strives to find a satisfactory resolution.

Article 11 - Disputes

11.1 All contracts between Giftasso and the consumer are governed by Portuguese law.

11.2 Disputes between the consumer and Giftasso are subject to the jurisdiction of the courts in Madeira, unless another court is competent to hear the dispute.

Giftasso is a trade name of METACARD Services LDA, registered under number 516930656, located at rua da Queimada De Cima nº28, 3rd floor P, 9000-065 Funchal, Madeira, Portugal.