iBuytoGive Ltd Terms of Use

Please read these terms carefully because each time you use buytogive.co.uk, our terms apply. In the future, if and when we need to update these Terms, we will indicate the most recent date as above. If there are significant changes, we will proactively inform you by email and a notice on our homepage. Also by using our website, you consent to our <u>Privacy Policy</u> and our practices detailed within it.

1. Who we are

The site is operated by iBuytoGive Limited. ("we", "our", or "us"). The company is registered in England and Wales under company number 09976006, and our registered office is **19** King Street The Civic Quarter, Wakefield, West Yorkshire, England, WF1 2SQ. Our VAT number is GB 233102857.

2. Access to the site

2.1. To use our website, you need to be over the age of 18.

2.2. Once you have registered, please keep your registration details safe. Only one registration per person is allowed.

2.3. For some reasons, the site may not be available, or part of the site may not be accessible to you. In these situations, we will not be liable.

2.4. Access to the site is always via a password. This is primarily for your security. You must not let any third party know what your password is. It has to be treated as personal and confidential information.

2.5. Please don't register as someone else. You can only register on the site as yourself. You must not allow anyone apart from yourself use your account, and you must not use another person's account. If you suspect that anyone else has accessed your account, you must let us know immediately, by sending an email to: <u>admin@buytogive.co.uk</u>.

2.6. When we need to contact you, it will usually be via the email address that you have provided us with, so please inform us should there be a change to your email address.

2.7. If in our opinion, you have failed to comply with these terms, we reserve the right to restrict or not let you have access to all or some parts of the site.

3. Site Content, Ownership, and Intellectual Property

3.1. Content. The site contains a variety of: (i) materials and other items relating to us and our services, and similar items from our merchants and other third parties, including all layout, information, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, articles, books, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the "look and feel" of the site, and the compilation, assembly, and arrangement of the materials of the site and any and all copyrightable material (including source and object code); (ii) trademarks, logos, trade names, service marks, and trade identities of various parties, including those of iBuytoGive Limited (collectively, "Trademarks"); and (iii) other forms of intellectual property (all of the foregoing, collectively "Content").

3.2. Ownership. The Site (including past, present, and future versions) and the Content are owned or controlled by us. All right, title, and interest in and to the Content available via the site is the property of iBuytoGive Limited, and is protected by the UK and international copyright, trademark, patent, or other intellectual property rights and laws to the fullest extent possible. iBuytoGive Limited owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the site.

3.3. Limited License. Subject to your strict compliance with these Terms and the Additional Terms, we grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to download (temporary storage only), display, view, use and/or play the Content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless device, or other Internet-enabled device (each, a "Device"), and/or print one copy of the Content for your personal, non-commercial use only. The foregoing limited license (i) does not give you any ownership of,

or any other intellectual property interest in any Content, and (ii) may be immediately suspended or terminated for any reason, at iBuytoGive Limited's sole discretion, and without notice or liability.

3.3.1. In using the site, you must respect the intellectual property and other rights of iBuy2Give and others. Your unauthorised use of Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability. **iBuytoGive Limited** respects the intellectual property rights of others.

4. Data protection and privacy

4.1.Our privacy policy sets out how we collect and use personal and other data that you provide to us when you use our website. We respect your privacy, and so we collect and process all data in accordance with UK data protection legislation currently in force, including the recently introduced legislation enacted through GDPR.

5. Third party content and links

5.1. We are not liable or responsible for any third party content on the site. Third party content includes, for example, comments posted by other users such as Merchants, Charities or advertising on the site.

5.2. This Website may contain links to other websites or content of third parties ("Third Party Content") as a service to you. However, any such Third Party Content or third-party websites accessible are deemed to be external information. iBuytoGive Limited does not monitor, review or update, and does not have any control over any such Third Party Content or third-party websites. Unless expressly stated otherwise, iBuytoGive Limited does not endorse or adopt any Third Party Content, and iBuytoGive Limited makes no representation, warranty or guarantee as to the accuracy, completeness, timeliness or reliability of any Third Party Content. If you use these links to access any Third Party Content, you do so entirely at your own risk. In addition, reference to any products, services, processes or other information by trade name, trademark, manufacturer, and supplier or otherwise does not constitute or imply any endorsement, sponsorship or recommendation by iBuytoGive Limited.

6. Voucher and Product Terms of Sale in the UK

6.1. General Information

6.1.1 These Terms of Sale apply to every Voucher or Item you purchase through our site.

6.1.2 A Voucher is a purchased item, in either electronic or physical format, which entitles the holder of the Voucher (The Purchaser) to receive the Merchant Offering from the Merchant during the period stated on the Voucher. Each Voucher has its own terms as stipulated by the Merchant as displayed on the site prior to purchase.

6.1.3 The Merchant Offering means the goods and/or services to be supplied and/or provided by the Merchant to the Purchaser, as described on our site and on the Voucher itself.

6.1.4 The Merchant is a third party who is not related to iBuytoGive Limited. The Merchant sells, supplies and/or provides the Merchant Offering. We do not sell, supply and/or provide the Merchant Offering. We take the payment and pass on the amount due to the Merchant and the amount due to your chosen Charity or Good Cause. We are an introducer working on a commission basis.

6.2.1iBuytoGive Limited reserves the right to reject your order. In addition, even if we have accepted the order on behalf of the Merchant, we can cancel it at any time if we reasonably suspect that you have committed or that you may be committing any fraud against the Merchant or us.

6.2.2 The Merchant may have their own terms and conditions applicable to the sale, supply and/or provision of the Merchant Offering. By purchasing through our site, you also agree to be bound by their Terms of Sale.

6.3. Redemption of a Voucher

6.3.1 The Voucher can only be redeemed once unless of course, it states otherwise, and it can only be redeemed with the Merchant who has sold it to you through our site. You must follow the redemption instructions associated with the Voucher when you redeem the Voucher with the Merchant, this has to be done within the time frame of the Voucher, and if you try to use the voucher after its expiry date, it will be refused. We cannot be held responsible if you do not use the voucher within the specified redemption period or comply with its terms and conditions.

6.3.2 When you purchase a product from a Merchant, we will take the delivery address at the time of purchase from you. We will then give this delivery information to the Merchant who will then be responsible for shipping the item(s) to you.

6.3.3 Sometimes you will need to book a time slot with the Merchant directly, for example, if it is a restaurant reservation or booking a Beauty Therapy appointment, we cannot influence the supply and/or provision of the Merchant Offering and therefore ask that you contact the Merchant as quickly as possible after purchasing a voucher from the site.

6.3.4 If you decide to redeem the Voucher for something else that the Merchant offers rather than the Product or Service that you originally purchased, you will not be entitled to a credit, cash refund or new Voucher for the difference between the value of the Original Product/Service and the actual value of the Product/Service supplied and/or provided by the Merchant to you. Also, if for any reason the Merchant offers you a discount lower than the amount you paid at the time of purchase you will not be able to claim a refund for the amount discounted.

6.3.5 On behalf of the Merchant, we collect payments or other costs associated with the purchase and/or redemption of a Voucher or Product. All such fees or costs (if any) will be displayed to you before you purchase the Voucher. This is important as there is a percentage that will be donated to the Charity or Good Cause of your Choice.

6.3.6 In the event that a Merchant cannot supply and/or provide the Merchant Offering as described for unforeseen reasons, we will notify you as soon as possible by email. We will offer you either a new voucher with comparable benefits (if available) or the repayment of the purchase price of the Voucher. If you receive a repayment, your Charity donation will also be returned to you.

6.4. Use of a Voucher

6.4.1 You cannot purchase a voucher and trade it on for Commercial purposes.

6.4.2 Your Voucher is solely your responsibility, please look after it. iBuytoGive Limited and the Merchant are not responsible for lost or stolen Vouchers or for retrieving Voucher reference numbers or Voucher security codes.

6.4.3 If you attempt to redeem a Voucher and we believe that this has been done in contradiction to these Sales Terms, we may make the Voucher void.

7. Product Sales

7.1. We work alongside National and International Merchants who supply products for sale on the website. You are buying from them, and your purchasing contract is with them. We simply facilitate the sale through our website.

7.1.1. When a Merchant fulfils an order for you, we cannot promise or guarantee that the Product or Service is going to be fit for purpose or usable or complete, and therefore, we are not liable in any way.

7.1.2. The returns policy is guided by and adhered to the Consumer Protection (Distance Selling) Regulations 2000

8. Liability

8.1. We are not liable for any dealings you have with any third parties, or Merchants who you may purchase from through this site. We cannot be held liable for any losses which are not foreseeable or likely consequence from your use of the site or by a breach by us of these Terms. We cannot be held responsible if you cannot use the site properly or at all because of any event outside our control (e.g., the performance of your internet service provider or our own, your browser or the internet). We cannot guarantee that the site will be bug-free (this relates to software), nor do we guarantee that the site will be bug-free. Nothing in these General Terms affects any liability

that we may have for death or personal injury arising from our negligence, fraud or any other liability that cannot be excluded or limited by law.

9. Charity Donations

9.1. All donations are made by iBuytoGive Limited. If for any reason the charity that you choose decides not to accept a donation from us then we give that donation to a chosen charity of our choice.

10. Termination of Accounts

10.1. We reserve the right to terminate your account at any time for any reason.

11. Validity of these general terms

11.1. If any part or provision of these General Terms is found to be unlawful or unenforceable, this shall not affect the validity of any other part or provision.

12. Applicable law and jurisdiction

12.1. These General Terms are governed by English law. The English courts shall have exclusive jurisdiction over any claim brought by you arising from, or related to, the use of the site and these General Terms.