99Gift | Brands Gift Voucher Provider

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This 'User Agreement', which is intended to be a legally binding contract between you and us, contains the following

- (i) Terms of Sale : this governs your purchase and use of the Gift Cards;
- (ii) Website Terms of Use : this governs the access and use of the Website; and
- (iii) Privacy Policy: this governs the use of your personal information we collect. You agree that you are of legal age to enter into binding contracts, have read, understood and are bound by the User Agreement. If you do not want to be bound by this User Agreement, you should not use this Website or conduct any sale/purchase transaction. References to "you", "User" shall mean the end user accessing the Website, its contents and using the Functionalities offered through the Website, "Service Providers" mean independent third party service providers or merchants, and "we", "us", "99Gift" and "our" shall mean Zpay Solutions Private Limited. We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time

I. TERMS OF SALE

- (i) The Gift Card you purchase is redeemable for goods or services by the seller of such goods and services, or the Service Provider. The Service Provider, not 99Gift, is the seller of the goods and services and is solely responsible for redeeming any Gift Card you purchase.
- (ii) The Gift Card shall have the necessary redemption instructions on it. The Gift Card may have an offer period, or expiry date, mentioned on it. You shall use it accordingly.
- (iii) Unless otherwise stated, you will not be entitled to receive credit or cash-back for whatever value of the Gift Card you don't use.
- (iv) Unless otherwise stated, you cannot combine the Gift Card offer with other special offers or promotions that may be on.
- (v) Unless there is something wrong with the purchase or an error attributable to us, we do not offer refunds. Gift Card once sold are non-refundable, whether you use it or not.
- (vi) Neither 99Gift nor the Service Provider shall have any liability in the event you lose your Gift Card at the Service Provider venue.
- (vii) 99Gift is merely the aggregator of deals and issuer of usable Gift Card. The Gift Card and the deals are the property of the respective third party Service Provider.
- (viii) As such, Service Provider shall be fully responsible for any and all injuries, illnesses,

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damages, claims, liabilities and costs suffered by or in respect of a customer, caused in whole or in part by the Service Provider.

- (ix) Notwithstanding anything to contrary, 99Gift 's entire liability to you shall be the refund of the money charged from you for any specific Gift Card, under which the unlikely liability arises. Under no circumstance shall 99Gift be liable for any consequential, indirect or remote loss that you or your friends and family may suffer.
 - II. WEBSITE TERMS OF USE.

A. General

www. 99Gift.in ("Website") is an Internet based portal owned and operated by Zpay Solutions Pvt Ltd, a company incorporated under the laws of India, having its registered office at Jaipur, India. Use of the Website is offered to you conditioned on acceptance of all the terms, conditions and notices contained in these Terms, along with any amendments made by 99Gift at its sole discretion and posted on the Website.

B. Information that we collect automatically on our Sites.

We also may collect information about your online activities on websites and connected devices over time and across third-party websites, devices, apps and other online features and services. We use Google Analytics on our Sites to help us analyze Your use of our Sites and diagnose technical issues.

To learn more about the cookies that may be served through our Sites and how You can control our use of cookies and third-party analytics, please see our Cookie Policy.

B. User Account, Password, and Security

The Website requires you to register as a User by creating an Account in order to purchase Gift Card(s) from the Website. You will receive a password and account designation upon completing the Website's registration process. You will be responsible for maintaining the confidentiality of the password and the account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify 99Gift of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. 99Gift cannot and will not be liable for any loss or damage arising from your failure to comply with this Section B.

2Communication

99Gift may use the information submitted by you to send you e-mails and SMS for administrative and marketing purposes, through its servers and systems; or through third party e-mail Or SMS service providers. User can unsubscribe/opt-out from our communications sent on SMS and Email anytime:

- 1.Please email us at info@99Gift.in to unsubscribe from SMS or E-mail;
- 2.User can also un-subscribe from emails, by clicking the "Unsubscribe URL" mentioned in the footer of the emails.

C. Functionalities Offered

This Website is an information gateway to the offers that 99Gift extends to the Users. Apart from providing information and a searchable database, the Website also hosts the platform for the online sale/purchase of 99Gift Gift Cards.

D. Privacy Policy

The User hereby consents, expresses and agrees that he has read and fully understands the Privacy Policy of 99Gift in respect of the Website. You further consent that the terms and contents of such Privacy Policy are acceptable to you.

E. User Obligations

You agree and undertake to use the Website only to post and upload material that is proper. By way of example, and not as a limitation, you agree and undertake that when using the Website, you will not: (i) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others; (ii) Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information through any bookmark, tag or keyword; (iii) Upload files that contain software or other material protected by intellectual property laws unless you own or control the rights thereto or have received all necessary consents; (iv) Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the

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operation of the Website or another's computer; (v) Conduct or forward surveys, contests, pyramid schemes or chain letters; (vi) Download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally distributed in such manner; (vii) Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; (viii) Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service; (ix) Violate any applicable laws or regulations for the time being in force in or outside India; (x) Violate any of the terms and conditions of this Agreement or any other terms and conditions for the use of the Website contained elsewhere herein; (xi) Reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website; and (xii) Notwithstanding anything to contrary, 99Gift 's entire liability to you shall be the refund of the money charged from you for any specific Gift Card, under which the unlikely liability arises. Under no circumstance shall 99Gift be liable for any consequential, indirect or remote loss that you or your friends and family may suffer.

F. Usage Conduct

(i) You shall solely be responsible for maintaining the necessary computer equipments and Internet connections that may be required to access, use and transact on the Website; (ii) You are also under an obligation to use this Website for reasonable and lawful purposes only, and shall not indulge in any activity that is not envisaged through the Website; and (iii) You shall use this Website, and any Gift Card purchased through it, for personal, non-commercial use only and shall not re-sell the same to any other person.

G. Intellectual Property Rights

(i) Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, 99Gift owns all Intellectual Property Rights to and into the trademarks "[•]", and the Website, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, designs, know-how, trade secrets and inventions (patent pending), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks. You acknowledge and agree that you shall not use, reproduce or distribute any content from the Website belonging to 99Gift without obtaining authorization from 99Gift. (ii) Notwithstanding the foregoing, it is expressly clarified that you will solely be responsible for any content that you provide or upload when using any Service, including any text, data, information, images, photographs, music, sound, video or any other material which may be accessible through your post, or any other content that you upload, transmit or store when using the Website.

H. Links To Third Party Sites

99Gift will contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of 99Gift, and 99Gift is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. 99Gift is not responsible for any form of transmission, whatsoever, received by you from any Linked Site. 99gift provides links of online advertisements to you only as a convenience and the inclusion of any link does not imply endorsement by or affiliation with 99gift of the Linked Sites nor does it represent the advice, views, opinions or beliefs of 99gift. The users are requested to verify the accuracy of all information on their own before undertaking any reliance on such information. In the event that by accessing the Website or following links to third-party websites you are exposed to content that you consider offensive or inappropriate, your only recourse will be to stop using the Website.

I. Disclaimer of Warranties & Liability

99gift has endeavored to ensure that all the information on the Website is correct, but 99gift neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, product or Service. In no event shall 99gift be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages. Neither shall 99gift be responsible for the delay or inability to use the Website or related Functionalities, the provision of or failure to provide Functionalities, or for any information, software, products, Functionalities and related graphics obtained through the Website, or otherwise arising out of the use of the website, whether based on contract, tort, negligence, strict liability or otherwise. Further, 99gift shall not be held responsible for non-availability of the Website during periodic maintenance operations or any unplanned suspension of access to the website that may occur due to technical reasons or for any reason beyond 99gift's control. The user understands and agrees that any material and/or data downloaded or otherwise obtained through the Website is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer

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systems or loss of data that results from the download of such material and/or data.

J. Indemnification

You agree to indemnify, defend and hold harmless 99gift from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by 99gift that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to these Terms.

K. Termination

99gift may suspend or terminate your use of the Website or any Service at its sole and absolute discretion. (i) Notwithstanding the foregoing sub-section above, these Terms will survive indefinitely unless and until 99gift chooses to terminate them; and (ii) If you or 99gift terminates your use of the Website, 99gift may delete any content or other materials relating to your use of the Website and 99gift will have no liability to you or any third party for doing so. Offers of discounts and freebies cannot be clubbed with any other promotional offers

L. Governing Law

These terms shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles, and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts at Bangalore, India.

M. Report Abuse

If you come across any abuse or violation of these Terms, please report to info@99gift.in

III. PRIVACY POLICY

A. General Usage

This Privacy Policy explains how 99gift collects, uses, discloses and protects your Personal Information, obtained explicitly through www.99gift.in website (" Site"), as well as other information collected automatically without direct submission by you. 'Personal Information' is information that enables anyone to contact you and your credit-card details. Your full name, address, IP address, e-mail address are other examples of Personal Information. You may need to provide 99gift your Personal Information during the course of using some services of the 99gift; for instance, while registering on the website and while making an online purchase. 99gift may use the information submitted by you to send you e-mails for administrative and marketing purposes. 99gift does not make these e-mail addresses available to any third party. 99gift DOES NOT trade or sell your Personal Information in any manner, except as is provided under Section III (B) below, or if express consent is sought from you. When you use the Site, 99gift's servers (which may be hosted by a third party service provider) may collect information indirectly and automatically about your activities on the Site; for instance by way of cookies. A cookie is a small amount of data that is sent to a user's browser from a web server and is eventually stored on a user's computer hard drive. This anonymous information is maintained distinctly and is not linked to the Personal Information you submit to 99gift. The anonymous information will be used for 99gift's understanding of how the Site is used and for other statistical purposes, for system administration and to personalize your experience. 99gift may also collect information related to access times, browser type, and your IP address for tracking usage patterns and, if necessary, deny service in accordance with our Terms. 99gift may disclose aggregated information about the use of the Site, but it will never contain Personal Information. 99gift does not disclose Personal Information to third parties in the normal course of operations. However, in situations when 99gift is legally obligated to disclose information to the government or other third parties, 99gift will do so. 99gift implements standard measures to protect against unauthorized access to and unlawful interception of Personal Information. However, no internet site can fully eliminate security risks.

B. Shared Personal Information

You are required to submit your personal information at the time of making an online purchase of 99gift Gift Cards. 99gift uses an online payment gateway that is operated by a third party and the personal information that you share with 99gift is transferred and shared with such third party payment gateway operator. The said operator may also have access to your online purchase history/details that you make from www.99gift.in. You are required to submit your personal information at the time of making an online purchase of 99gift Gift Cards. 99gift uses an online payment gateway that is operated by a third party and the personal information that you share with 99gift is transferred and shared with such third

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party payment gateway operator. The said operator may also have access to your online purchase history/details that you make from www.99gift.in. Extremely sensitive information like you credit-card details are transacted upon secure sites digitally under encryption, thereby providing the highest possible degree of care are available as per current technology. You are advised, however, that Internet technology is not 100% safe and you should exercise discretion on using the same. 99gift also uses third party e-mail and SMS service providers to send transaction and marketing e-mails and messages to users transacting or using the 99gift.in website. 99gift at its discretion may also use external vendors and providers, to ship out the orders for gift cards and gift vouchers received on 99gift.in. 99gift may share your personal information like Name, Address, Phone number etc to these service providers solely for the purpose of shipping out the user order.

C. General

99gift will use information only in accordance with the Privacy Policy under which the A ROPH THE TWO MAS WILL COLOR UNITED TO THE THE PROPERTY OF TH



99Gift is the leading company in this industry providing brands gift vouchers.

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