

## **GIFTLI WEBSITE/APP** **TERMS AND CONDITIONS**

### **Introduction**

This website/app is owned and operated by Park Retail Ltd (registered in England with company number 402152) ("**Park Retail**").

Park Retail is a subsidiary of Appreciate Group plc. (registered in England with company number 1711939) ("**Appreciate Group**").

Both Park Retail and Appreciate Group have their registered office at Valley Road, Birkenhead, Merseyside, CH41 7ED and throughout this privacy policy these companies shall together be referred to as "**our/us/we**".

These website/app terms and conditions together with our Giftli T&Cs, privacy policy and cookie policy (all of which can be accessed on this website/app) set out the basis on which you visit and use our website/app and place orders.

Please read them carefully as they contain important information and by visiting and using our website/app you agree that you have read, understand and agree to them.

If you want to ask Us anything about these website/app terms and conditions or have any comments on or complaints about this website/app then please contact us using the contact details shown on this website/app.

### **1. Beta Software Program**

The purpose of [www.beta.giftli.co.uk](http://www.beta.giftli.co.uk) is to make pre-release software, products and services available to select participants for the purpose of providing us with feedback on the quality and usability of the pre-release software, products and services.

You understand and agree that participation in the beta software program is voluntary and does not create a legal partnership, agency, or employment relationship between us. You understand that your participation in the beta software program does not obligate us to provide you with any pre-release software.

We reserve the right to revoke your participation in the beta software program at any time and without notice or reason.

Unless otherwise agreed or permitted by us in writing, you cannot share or transfer any software or other materials you receive from us in connection with being a beta software program participant.

The username and password you use to login as a beta software program participant cannot be shared in any way or with any one. You are responsible for maintaining the confidentiality of your username and password and for any activity in connection with your account.

### **2. Exclusion of warranty**

The beta software program may be incomplete and may contain errors or inaccuracies that could cause failures, corruption and/or loss of data or information.

You expressly acknowledge and agree that, to the extent permitted by applicable law, all use of the beta software program is at your sole risk and that the entire risk as to satisfactory quality, performance accuracy and effort is with you.

We provide you with the beta software program solely on an "as is" basis and without any warranty of any kind, whether express or implied.

You acknowledge that we have not publicly announced the availability of the beta software program, that we have not promised or guaranteed to you that such beta software program will be announced or made available to anyone in the future, and that we have no express or implied obligation to you to announce or

introduce the beta software program or any similar or compatible product, or to continue to offer access to the beta software program in the future.

### **3. Exclusion of liability**

Other than for purchases, you assume all risks and all costs associated with testing, installing or using the beta software program including, but not limited to, any damage to any equipment, software, information or data to the extent permitted by applicable law.

In no event will we be liable for any indirect, special, incidental or consequential damages howsoever arising, whether in tort (including negligence), contract or otherwise, arising out of or in connection with your use of the beta software program.

### **4. Ownership of Rights**

All rights, including copyright, in this website/app are either owned by or licensed to Us. Any use of this website/app or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without Our written permission. You may not modify, distribute or re-post anything on this website/app for any purpose.

### **5. Accuracy of Content**

We have taken reasonable care in the preparation of the content of this website/app, in particular to ensure that prices quoted are correct at time of publishing and all products have been fairly and clearly described and are not misleading. However, orders will only be accepted if there are no material errors in the description of the goods or their prices as advertised on this website/app and at Our sole discretion. All prices are displayed inclusive of VAT. We shall not be liable to any person for any loss or damage which may arise from the use of any of the information contained in any of the materials on this website/app.

### **6. Damage to your Computer**

We make every reasonable effort to ensure that this website/app is free from viruses or defects. However, we cannot guarantee that your use of this website/app or any website/apps/mobile apps accessible through it won't cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website/app and screen out anything that may damage it. We shall not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website/app.

### **7. Password/Account Security**

You are responsible for maintaining the confidentiality of your password and account and any activities that occur under your account. We shall not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account.

### **8. Availability**

All items are subject to availability. We will inform you as soon as possible if the goods you have ordered are not available.

### **9. Proof of Identity**

You must be over the age of 18 to visit and use our website/app and place orders.

We reserve the right to ask for proof of identity from any customer and suspend their account until satisfactory documentation is provided. All information supplied when registering with the site MUST be accurate and complete in all respects.

### **10. Exclusions of Liability**

Any disclaimers and exclusions of liability in these terms and conditions shall not apply to any damages arising from death or personal injury caused by Our negligence or any of Our employees or agents or fraud. These disclaimers and exclusions shall be governed by and construed in accordance with English Law. If any

provisions of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

#### **11. Other Legal Notices**

There may be legal notices on other areas of this website/app which relate to your use of this website/app, all of which will, together with these terms and conditions govern your use of this website/app.

#### **12. Use of this Website/app from outside the UK**

Unless otherwise specified, the materials on this website/app are directed solely at those who access this website/app from the United Kingdom. We make no representation that any products or services referred to in the materials on this website/app are appropriate for use, or available, in other locations. Those who choose to access this site from other countries are responsible for compliance with local laws if and to the extent local laws are applicable.

#### **13. Law, Jurisdiction and Language**

This website/app, any content contained herein and any contract brought into being as a result of usage of this website/app are governed by and construed in accordance with English Law. The parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England. All contracts are concluded in English.

#### **14. Re-sale**

Products purchased from this website/app may not be re-sold on any internet site such as eBay, Facebook Marketplace, Gumtree or any other similar site.

#### **15. Variations**

We may vary these website/app terms and conditions at any time and any variations that we make will be displayed on this page by uploading an updated version of these website/app terms and conditions. You should check this page frequently for any variations and you agree that this is an appropriate method to vary these website/app terms and conditions.