

TERMS AND CONDITIONS

These Terms and Conditions (the “Terms”) govern the purchase and use of electronic tourism-related vouchers, gift codes, gift certificates and similar digital instruments offered through the website <https://giftimo.net/> (the “Website”).

Please read these Terms carefully before placing an order. By using the Website, placing an order, making payment or otherwise purchasing a Voucher, you confirm that you have read, understood and agreed to these Terms.

1. Company Information

The Website is operated by Giftimo L.L.C-FZ, a limited liability company incorporated under the laws of United Arab Emirates, formation number 2540419, (the “Company”, “we”, “us” or “our”).

Contact details:

Email: info@giftimo.net

Sales: sales@giftimo.net

Website: <https://giftimo.net/>

Customer support: info@giftimo.net

2. Our Business

The Company sells electronic tourism-related vouchers to individual customers online.

The Vouchers may be used to access or redeem certain travel and tourism-related services, including, depending on the specific Voucher, accommodation, tours, transfers, excursions, travel assistance, booking-related services or other tourism-related services.

Unless expressly stated otherwise, the underlying tourism-related services are provided by third-party service providers outside the United Arab Emirates. The Company acts as a seller/distributor of the Vouchers and does not itself operate hotels, transportation services, tours, excursions or other underlying tourism services.

3. Definitions

For the purposes of these Terms:

“Customer”, “you” or “your” means an individual purchasing or using a Voucher through the Website.

“Voucher” means an electronic tourism-related voucher, gift code, gift certificate, booking right, prepaid service right or similar digital instrument purchased through the Website.

“Voucher Code” means a unique digital code, number or identifier provided to the Customer after payment, which may be used to activate or redeem the relevant Voucher in accordance with its terms.

“Services” means tourism-related services that may be accessed or redeemed through the Voucher.

“Service Provider” means a third-party provider responsible for providing the underlying Services, including hotels, tour operators, transfer providers, travel service providers, booking platforms or other tourism-related providers.

“Order” means a request placed by the Customer through the Website to purchase a Voucher.

4. Legal Nature of the Voucher

The Voucher is a digital instrument that gives the Customer the right to access or redeem certain tourism-related Services, subject to the specific conditions applicable to that Voucher.

The Voucher is not:

- a. electronic money;
- b. a payment instrument;
- c. a prepaid payment card;
- d. a stored value facility;
- e. a bank account, payment account or wallet account;
- f. a virtual asset, crypto asset, token or investment product;
- g. a general-purpose means of payment;
- h. a money transfer, money remittance, exchange, custody or financial service.

The Voucher may be used only for the Services or categories of Services described in the relevant offer, order confirmation or Voucher terms. The Voucher cannot be redeemed for cash, withdrawn as money, transferred as electronic money, exchanged for another voucher, coupon, code or product, or used as a general payment instrument.

5. Ordering Process

To purchase a Voucher, the Customer must select the relevant Voucher or product on the Website, provide the requested information and complete the online payment process.

By completing payment, the Customer confirms acceptance of these Terms and any other applicable policies.

An Order is considered submitted when the Customer completes the payment process through the payment provider.

The Company may refuse, cancel or delay an Order if:

- a. payment is not successfully completed;
- b. the Customer provides incorrect or incomplete information;
- c. the Order appears suspicious, fraudulent or unlawful;

- d. the relevant Voucher is unavailable;
- e. additional verification is required;
- f. processing the Order may breach applicable law, sanctions, payment provider rules or internal compliance requirements.

6. Payment

Payments for Vouchers are accepted online through the payment service provider available on the Website.

The payment service provider may process card payments or other supported payment options. The Company does not itself provide payment services, electronic money services, acquiring services, money transfer services or any similar regulated financial services to Customers.

The Customer is responsible for ensuring that the payment information provided is accurate and that the Customer is authorized to use the selected payment method.

7. Delivery of the Voucher

After successful payment and processing of the Order, the Customer will receive an order confirmation and/or a unique Voucher Code by email or another electronic communication method provided during the Order process.

The Voucher Code may be used to activate or redeem the relevant tourism-related Services through the Company's customer support channel, partner support channel, Service Provider platform or other method specified in the order confirmation or Voucher instructions.

The Customer is responsible for providing a correct email address and contact details. The Company is not responsible for non-delivery caused by incorrect contact information provided by the Customer, spam filters, email blocking or technical issues outside the Company's control.

8. Use and Redemption of the Voucher

Each Voucher may have specific redemption rules, including validity period, eligible Services, destination, booking conditions, blackout dates, availability limitations, cancellation rules, customer identification requirements and other restrictions. In any case, the validity period of a Voucher shall not be less than one month from the date of delivery of the Voucher Code to the Customer.

The Customer must follow the instructions provided with the Voucher Code.

The Customer may be required to contact the Company's support team, a partner manager, a Service Provider or a designated platform in order to activate or redeem the Voucher.

The Voucher may be refused or delayed if:

- a. the Voucher Code is invalid, expired, already used or suspected to be misused;
- b. the Customer does not follow the redemption instructions;

- c. the Customer provides incorrect information;
- d. the requested Services are unavailable;
- e. additional verification is required;
- f. the redemption would violate applicable law, sanctions, fraud prevention rules or Service Provider policies.

9. Customer Responsibilities

The Customer agrees to:

- a. provide accurate and complete information when placing an Order;
- b. use the Voucher only for lawful personal travel-related purposes;
- c. keep the Voucher Code confidential and not share it with unauthorized persons;
- d. not resell, copy, misuse, duplicate or fraudulently use the Voucher Code;
- e. comply with the applicable Voucher terms and Service Provider rules;
- f. not use the Website or Voucher for money laundering, fraud, sanctions evasion, illegal payments or any unlawful activity.

The Customer is responsible for checking the details of the Voucher before purchase, including description, price, validity, redemption rules and restrictions.

10. No Cash Redemption

Unless expressly required by applicable mandatory law, Vouchers are not redeemable for cash. The Voucher represents a right to access or redeem tourism-related Services only.

11. Refunds and Cancellations

All Voucher purchases are final and non-refundable, except where a refund is expressly required by applicable mandatory consumer protection law or where the Company confirms that the Voucher was not delivered, was invalid, or could not be used due to an error attributable to the Company or its Supplier.

By placing an Order, the Customer requests the Company to process the Order and deliver the Voucher Code electronically as soon as possible after successful payment. Once the Voucher Code has been delivered to the Customer, the Voucher is deemed to have been supplied.

Unless mandatory law provides otherwise, no refund or cancellation shall be available if:

- a. the Voucher Code has been delivered to the Customer;
- b. the Voucher has been activated, redeemed, used or partially used;
- c. the Customer has contacted support or a partner platform to activate or use the Voucher;
- d. the Voucher Code has expired in accordance with its stated validity period;

- e. the Customer provided incorrect contact details, email address, travel details or other required information;
- f. the Customer changed travel plans, destination, dates or personal circumstances;
- g. the Customer failed to follow the redemption instructions;
- h. the Customer shared, transferred, disclosed, copied, resold or otherwise misused the Voucher Code;
- i. the requested Service is unavailable due to the Customer's delay, failure to book in advance, lack of required documents, visa issues, travel restrictions, personal circumstances or other reasons not attributable to the Company;
- j. the refund request is made after the applicable cancellation or withdrawal period.

Refund requests must be submitted by email to and must include the Order number, Customer name, email address used for the Order, payment details and a clear explanation of the reason for the refund request.

The Company may request additional information or documents before reviewing a refund request. Failure to provide the requested information may result in rejection of the refund request.

If a refund is approved, the Company may, at its discretion and where permitted by law, offer a replacement Voucher, correction of the Voucher Code, alternative activation or monetary refund.

Payment provider fees, bank fees, currency conversion fees, blockchain fees, network fees and other third-party charges are non-refundable, unless refund of such fees is required by applicable mandatory law.

The Company reserves the right to refuse any refund request that appears fraudulent, abusive, inconsistent with these Terms, or connected with misuse of the Website, Voucher Code or payment process.

12. Availability of Services

The Company makes reasonable efforts to ensure that the Vouchers offered on the Website correspond to the descriptions provided.

However, the availability of specific tourism-related Services may depend on third-party Service Providers, seasonality, booking availability, destination restrictions, local rules, technical systems and other factors outside the Company's direct control.

If a Voucher cannot be redeemed due to reasons attributable to the Company or the Supplier, the Company may, depending on the circumstances, offer a replacement Voucher, alternative Service in accordance with these Terms and applicable law.

13. Third-Party Service Providers

The underlying Services may be provided by third-party Service Providers outside the United Arab Emirates.

The Customer acknowledges that such Service Providers may have their own terms, policies, safety rules, cancellation rules, identification requirements and service conditions.

The Company is not responsible for the acts or omissions of third-party Service Providers, except where liability cannot be excluded under applicable mandatory law or where the issue is caused by the Company's own fault.

14. No Package Travel Unless Expressly Stated

Unless expressly stated in the relevant offer, the Company does not sell package travel or organize a package tour consisting of multiple combined travel services.

The Company sells electronic Vouchers that may be redeemed for specific tourism-related Services or categories of Services according to the relevant Voucher terms.

15. Customer Support

For questions regarding Orders, Voucher Codes, activation, redemption or refunds, the Customer may contact the Company at:

Email: info@giftimo.net

Sales: sales@giftimo.net

Support channel: info@giftimo.net

Website: <https://giftimo.net/>

The Company will make reasonable efforts to respond to customer inquiries within a reasonable time.

16. Compliance, AML and Sanctions

The Company may conduct checks, request additional information or refuse to process an Order if required for fraud prevention, anti-money laundering, counter-terrorist financing, sanctions compliance, payment provider requirements or other legal or compliance reasons.

The Company may cancel, suspend or refuse any Order or Voucher if the Company reasonably believes that the transaction may be connected with fraud, money laundering, terrorist financing, sanctions evasion, illegal activity or misuse of the Website.

The Customer confirms that the Customer is not subject to sanctions imposed by the United Nations, European Union, United Kingdom, United States, United Arab Emirates or any other relevant authority, and will not use the Voucher in violation of applicable sanctions or laws.

17. Intellectual Property

All content on the Website, including text, images, logos, graphics, designs, software, trademarks and other materials, belongs to the Company or its licensors and is protected by applicable intellectual property laws.

The Customer may use the Website only for personal, non-commercial purposes related to purchasing and using Vouchers.

The Customer may not copy, reproduce, distribute, modify, reverse engineer or commercially exploit any part of the Website without the Company's prior written consent.

18. Data Protection and Privacy

The Company processes personal data in accordance with its Privacy Policy and applicable data protection laws.

By using the Website and placing an Order, the Customer acknowledges that the Company may process personal data for purposes including order processing, payment confirmation, Voucher delivery, customer support, fraud prevention, compliance, accounting and legal obligations.

The Company may share necessary information with payment providers, Service Providers, technology providers, auditors, accountants, legal advisers, banks and competent authorities where required for the performance of the Order, compliance or legitimate business purposes.

19. Limitation of Liability

To the maximum extent permitted by applicable law, the Company shall not be liable for indirect, incidental, special, punitive or consequential damages, including loss of profit, loss of opportunity, travel disruption or reputational damage.

The Company shall not be responsible for:

- a. incorrect information provided by the Customer;
- b. failure to receive emails due to Customer-side technical issues;
- c. misuse or unauthorized disclosure of the Voucher Code by the Customer;
- d. unavailability of Services caused by third-party Service Providers;
- e. travel restrictions, visa issues, weather events, force majeure or government actions;
- f. technical failures of third-party payment providers, email providers, hosting providers or Service Provider platforms.

Nothing in these Terms limits liability that cannot be limited under applicable mandatory law.

20. Force Majeure

The Company shall not be liable for failure or delay in performance caused by events beyond its reasonable control, including natural disasters, war, civil unrest, government restrictions, pandemics, cyberattacks, technical failures, failure of payment systems, failure of Service Provider systems, sanctions restrictions or other events of similar nature.

21. Changes to These Terms

The Company may update these Terms from time to time.

The version of the Terms applicable to an Order is the version available on the Website at the time the Order is placed, unless mandatory law provides otherwise.

The Company may publish updated Terms on the Website. Continued use of the Website after publication of updated Terms constitutes acceptance of the updated Terms.

22. Governing Law and Disputes

These Terms shall be governed by and construed in accordance with the laws of the United Arab Emirates, unless mandatory consumer protection law provides otherwise.

The Parties shall first attempt to resolve any dispute through good faith communication.

If the dispute cannot be resolved amicably, it shall be submitted to the competent courts of United Arab Emirates, unless mandatory consumer protection law provides the Customer with additional rights in another jurisdiction.

23. Miscellaneous

If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain valid and enforceable.

Failure by the Company to enforce any provision of these Terms shall not constitute a waiver of that provision.

The Customer may not assign rights or obligations under these Terms without the Company's prior written consent.

These Terms, together with the applicable Voucher terms, Privacy Policy, Refund Policy and order confirmation, constitute the contractual basis for the purchase and use of Vouchers through the Website.

24. Acceptance of Terms

By placing an Order, making payment, ticking the relevant acceptance box or using a Voucher, the Customer confirms that the Customer has read, understood and agreed to these Terms.