

TERMS AND CONDITIONS

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copyright and trademark notices, including any other proprietary notices, contained in the materials, and you must not alter, obscure or obliterate any of such notices.

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- 3.1.4 You shall not use any robot, spider, crawler or other automated device, or a program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the web pages, data or content found on this web site, in any case without our prior written permission.
- 3.1.5 You shall not take any action or otherwise use any device, software or routine to interfere or attempt to interfere with the proper working of this website.
- 3.1.6 You shall not take any action that imposes a burden or load on our infrastructure that we deem in our sole discretion to be unreasonable or disproportionate to the benefits that we obtain from your use of this website.

4. USER ACCOUNTS

- 4.1 As a user of this website, you may be asked to register with us and provide private information. You are responsible for ensuring the accuracy of this information and are responsible for maintaining the safety and security of your identifying information.
- 4.2 You are also responsible for all activities that occur under your account or password.
- 4.3 If you think there are any possible issues regarding the security of your account on the website, inform us immediately so we may address them accordingly.
- 4.5 We reserve all rights to terminate accounts, edit or remove content and cancel orders at our sole discretion.

5. PRIVACY POLICY

- 5.1 By using this Website and its services, you may provide us with certain personal information. By using Giftano.com or its services, you authorize us to use your information in any country or state that we operate in. We reserve the right to use such information to improve your user experience and facilitate mailing and traffic, and market analytics.
- 5.2 By accessing this Website, specific information about the User, such as Internet protocol (IP) addresses, site navigation, user software, and the surfing time, along with other similar information, will be stored on our servers. Information about their identities, such as name, address, contact details, billing information, and other information stored on this Website, will strictly be used only for statistical purposes,

and will not be published for general access. Giftano.com, however, assumes no responsibility for the security of this information.

- 5.3 We reserve the right to access and disclose your personal information where we believe this is permissible or necessary to comply with applicable laws and lawful government requests, to operate its systems properly or to protect ourselves.
- 5.4 We may update our Privacy Policy in these Website Terms and Conditions from time to time without notice to you by, amongst other ways, posting the revised policy in our Privacy Policy section of this website or in these Terms and Conditions. The revised Privacy Policy is effective immediately when posted. It is your responsibility to review this website and our Privacy Policy periodically to learn of any modifications. Your continued use of this website, or any product or service offered through this website, after the posting of any modifications will constitute your acknowledgment and acceptance of the terms of the modified Privacy Policy.

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- 8.5 In no event shall Giftano.com, nor any of its officers, directors, employees, and affiliates, be liable for any loss, injury, or damage arising out of your use of this website, whether, under contract, tort, or otherwise, and Giftano.com, including its officers, directors, employees, and affiliates shall not be liable for any indirect, consequential or special liability arising out of your use of this website.

9. INDEMNIFICATION

- 9.1 As a condition for the use Giftano.com, the User agrees to fully indemnify Giftano.com and its affiliates, from and against all actions, claims, liabilities, losses, damages, costs, demands, and expenses (including reasonable attorney's fees) arising out of the User's use of this Website, including without limitation, any claim related to the breach of any of the provisions of these Terms and Conditions. If dissatisfied with any or all of the content on this website or any or all of its Terms and Conditions, the User may discontinue using this website.

10. GENERAL PROVISIONS

10.1 Language

All correspondence made under this Agreement shall be in English.

10.2 Governing Law & Jurisdiction

These Website Terms and Conditions and all disputes arising out of or in connection with these Website Terms and Conditions shall be governed by the laws of Singapore without

regard to conflicts of law provisions. You hereby consent and submit to the non-exclusive jurisdiction of the courts of Singapore.

10.3 Severability

Suppose any of Term or Condition is proven to be unenforceable or void under any applicable law. In that case, such shall not render the entirety of these Terms and Conditions unenforceable or invalid. As a result, any such provision shall be deleted without affecting the remaining provisions herein. The provisions of these Terms and Conditions that are unlawful, void, or unenforceable are deemed severable from these Terms and Conditions and do not affect any remaining provisions' validity and enforceability.

10.4 Variation of Terms and Conditions

Giftano.com reserves the right to revise these Terms and Conditions at any time it sees fit. By using Giftano.com, you are expected to have reviewed such Terms and Conditions regularly to ensure you comprehend all the Terms and Conditions regarding the use of this website.

10.5 Assignment

Giftano.com reserves the right to assign, transfer, and subcontract its rights and/or obligations under this Agreement without any prior notification or consent required. Users shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms and Conditions. Furthermore, a person who is not a party to these Terms and Conditions shall have no right to enforce any provision contained therein.

10.6 Entire Agreement

These Terms and Conditions, including any legal notices and disclaimers on this Website, constitute the entire Agreement between Giftano.com and you concerning your use of this Website. Ultimately, this Agreement supersedes all prior agreements and understandings concerning the same.

11. CONTACT US

To resolve any complaint or clarification regarding the use of this website or its services or receive information concerning that, please contact us at info@giftano.com.