Terms and Conditions

1. Introduction

Welcome to Cryptogiftcard.io! These Terms and Conditions govern your use of our website and services. By accessing or using Cryptogiftcard.io, you agree to be bound by these Terms and Conditions. If you do not agree with any part of these terms, please do not use our website or services.

2. Definitions

- 1. "Agreement" means these Terms and Conditions and all materials referred or linked to herein.
- 2. "Affiliate" means any entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with either party or any entity in which either party has any direct or indirect ownership interest, whether controlling or not, of at least 50%, at any time during the term of this Agreement.
- 3. "Confidential Information" shall mean material or information proprietary to each party that a reasonable person would recognize as confidential, including the terms of this Agreement, or designated as Confidential Information by either party and not generally known by third parties.
- 4. "Deliverable(s)" means any products or services produced, transmitted, or shipped to Purchaser from Zulie Venture Inc. under this Agreement.
- 5. "Digital Card(s)" are codes, PINs, virtual closed-loop gift cards or other similar mechanism issued by a merchant to be used in connection with a loyalty program and are redeemable at such merchant's stores for goods and services.
- 6. "Gift Card(s)" means those Physical Cards and Digital Cards, collectively.
- 7. "Zulie" refers to Zulie venture. Inc. and its Affiliates.
- 8. "Merchant" means the retailer issuing the Physical Card(s) or Digital Card(s).
- 9. "Physical Card(s)" are tangible, closed loop third party merchant gift cards, content cards, gaming download and subscription cards, and music download cards issued by a merchant to be used in connection with a Purchaser's Program and are redeemable at such merchant's stores for goods or services.
- 10. "Program" means a marketing campaign, promotion, incentive, loyalty, rewards program conducted by Purchaser from time to time whereby Purchaser offers Gift Cards to third parties.
- 11. "Cryptogiftcard.io" refers to our website and services.
- 12. "User" refers to anyone who accesses or uses Cryptogiftcard.io.
- 13. "Zulie Venture Inc." refers to the owner of Cryptogiftcard.io.
- 14. "Cellpay" is the DBA (doing business as) name for Zulie Venture Inc.

3. Ownership

Cryptogiftcard.io is owned and operated by Zulie Venture Inc. All references to Cryptogiftcard.io in these Terms and Conditions also refer to Zulie Venture Inc. and its DBA, Cellpay.

4. Use of Services

Users must be at least 18 years old or of legal age in their jurisdiction to use Cryptogiftcard.io.

Users agree to provide accurate and complete information when using Cryptogiftcard.io.

Users are responsible for maintaining the confidentiality of their account credentials and for all activities that occur under their account.

5. Gift Cards

Cryptogiftcard.io offers a variety of gift cards for purchase or redemption.

Gift cards may be available in digital or physical formats, as specified on the website.

Users are responsible for ensuring the accuracy of recipient information when purchasing gift cards.

6. Purchases and Payments

Users may purchase gift cards using accepted payment methods specified on Cryptogiftcard.io.

All prices are listed in the applicable currency and are subject to change without notice.

Users are responsible for any applicable taxes or fees associated with their purchases.

7. Delivery and Redemption

Digital gift cards will be delivered to the email address provided by the user during the purchase process.

Physical gift cards will be delivered to the shipping address provided by the user during the purchase process.

Gift cards are subject to the terms and conditions specified by the issuing merchant and may have expiration dates or usage restrictions.

8. Refunds and Returns

Refunds or returns for gift card purchases are subject to the refund policy of Cryptogiftcard.io.

Users may contact customer support for assistance with refunds or returns.

9. Prohibited Activities

Users agree not to engage in any activity that violates these Terms and Conditions or applicable laws.

Prohibited activities include but are not limited to fraud, hacking, spamming, or illegal activities.

10. Intellectual Property

All content and materials on Cryptogiftcard.io, including logos, graphics, and text, are the property of Zulie Venture Inc. and are protected by copyright and other intellectual property laws.

11. Limitation of Liability

Cryptogiftcard.io is not liable for any damages or losses arising from the use of our website or services.

In no event shall Cryptogiftcard.io be liable for any indirect, incidental, special, or consequential damages.

12. Prepayment

Prepayment is required on all orders. Methods of payment are as follows:

- 1. ACH/Direct Deposit: We can receive your funds via electronic transfer, such as ACH or a wire transfer.
- 2. Credit Card: We accept MasterCard®, Visa®, American Express®, Diners Club®, and Discover®.

13. Taxes

Purchaser shall pay to Zulie Venture Inc. all taxes (including sales, use and excise taxes) that are measured directly by the payments made by Purchaser to Zulie Venture Inc. under this Agreement and are required to be collected by Zulie Venture Inc. If

Purchaser should pay any tax to Zulie Venture Inc. and it is later held that the tax was not due, Zulie Venture Inc. will promptly refund the amount of the tax to Purchaser. If Purchaser qualifies for exemptions from any taxes on the Deliverables invoiced by Zulie Venture Inc., Zulie Venture Inc. will grant such exemption only after receiving a properly executed exemption certificate from Purchaser.

14. Shipping/Delivery Terms

- 1. Gift Card Orders. Orders for Gift Cards are processed and shipped within five (5) business days, if the redemption request or order and payment are received by 12 p.m. Central Time, Monday through Friday.
- 2. Risk of Loss. Upon Zulie Venture Inc.'s transmission of the order to Purchaser or its designated recipient(s), title to and risk of loss of each Award or Gift Card included in the order will pass to Customer. Zulie Venture Inc. will have no liability to Purchaser or to any third party for any loss, theft or misuse of any Gift Cards that Zulie Venture Inc. has transmitted to Purchaser (or its designated recipient(s)). Neither Zulie Venture Inc. nor any of its Affiliates has any obligation to monitor or investigate the use of any Gift Cards transmitted to Purchaser or Purchaser's designated recipient(s). Purchaser shall pay Zulie Venture Inc. for all Gift Cards ordered from Zulie Venture Inc., notwithstanding any inability of Purchaser to collect payment from any of its customers. Zulie Venture Inc. reserves the right to reject any order or the fulfillment of any order or any part thereof, in the event Zulie Venture Inc. reasonably believes such order to (a) be fraudulent, unauthorized, incomplete or false, or subject to any other dishonest or illegal conduct, or (b) violate Applicable Law.
- 4. Additional Terms. Orders of 1,000 pieces or more will require additional processing time. Standard shipping for Physical Cards is handled via Postal Service First Class mail. Priority shipping is available via express carrier or Two-Day for a nominal fee. Unless otherwise instructed, selection of the carrier and routing of all shipments shall be at Zulie Venture Inc.'s discretion.

15. Confidential Information

Each party shall protect the Confidential Information using a standard of care at least equal to which it applies to safeguard its own confidential internal information, and in no event less than a commercially reasonable standard of care. Each party shall use the Confidential Information solely for purposes of their respective performance under this Agreement and will disclose Confidential Information only to employees, directors and officers of its and its Affiliates' and each of their respective subcontractors, agents, representatives, attorneys, accountants, auditors, consultants and professional advisors (collectively, "Representatives") who need to know the Confidential Information to fulfill their respective obligations under this Agreement; provided that all such Representatives shall be bound by confidentiality obligations substantially similar to and no less restrictive than those undertaken by the Receiving Party herein. Each party shall notify the other party as soon as possible of any unauthorized disclosure, misuse or

misappropriation of Confidential Information of which it becomes aware and will cooperate in remedying such situation promptly.