

Terms & Condition of the Giffta.Store Shop

The purpose of these regulations is to establish general rules and conditions for using the online service, in particular, the rules and conditions under which the use of electronic services available on the online service, placing orders, concluding, and executing contracts made through <https://www.giffta.store> will occur.

1. Definitions

1.1. The terms used in these Regulations have the meanings given below:

- **Store Owner** – Realtalk limited liability company based in Kraków, entered into the register of entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, XI Economic Department of the National Court Register under KRS number 0000987910, REGON: 522858919, NIP: 5252919892, with a share capital of 444,000 PLN, registered at ul. Cegielniana 4A-10B, 30-404 Kraków, Republic of Poland, email address: support@giffta.store.
- **Store** – The online store www.giffta.store, which conducts retail sales via the Internet, based on these Regulations.
- **Regulations** – The regulations of the online store, which are an integral part of the Contract, regulating the rules and conditions for ordering Gift Cards via the Internet as part of the Store.
- **Contract** – A sales contract concluded between the Store Owner and the Customer, under which the Store Owner undertakes to transfer the ownership of the Binance Gift Card denominated in cryptocurrency to the Customer and deliver it to him, and the Customer undertakes to receive the Gift Card and pay the Store Owner the price.
- **Customer** – (i) A natural person with full legal capacity, and in cases provided by universally applicable regulations, also a natural person with limited legal capacity; (ii) a legal person; or (iii) an organizational unit without legal personality, to which the law grants legal capacity; – using or intending to use the Store, including concluding or intending to conclude the Contract.
- **User** – Any person using the Store available on the Website.
- **Website** – www.giffta.store
- **KC** – The Act of April 23, 1964, Civil Code (Journal of Laws 1964 No. 16, item 93, as amended).
- **Business Day** – Any weekday, excluding Saturdays and days legally designated as non-working days.
- **Act** – The Act of May 30, 2014, on consumer rights (Journal of Laws 2014, item 827, as amended).
- **Gift Card** – A prepaid product in the form of a bearer voucher, which can be purchased in the Store.

- **Payment Proof** – A fiscal receipt, accounting note, or bank statement confirming payment.
- **Customer Care Department** – A point providing information to Users and Customers. Contact with the Customer Care Department is possible by phone or email. We work Mon. – Fri.: 8:00 a.m. – 4:00 p.m., email: support@gifta.store

2. General Provisions

2.1. The condition for concluding the Contract is the Customer's acceptance of the Regulations. 2.2. The prices listed in the Store are gross prices – they include the tax on goods at the rate applicable at the time of purchase, expressed in PLN. 2.3. The Gift Cards available in the Store are free from physical and legal defects. 2.4. The photos are for illustrative purposes only; the ordered Gift Card may slightly differ from the presented designs. 2.5. The parties to the Contract are absolutely obliged to comply with the provisions of the Regulations. 2.6. The content of the Regulations is available on the Website. 2.7. Matters not regulated in the Regulations are subject to the provisions of the KC. 2.8. To use the online service via the Internet, it is necessary to have a device that allows access to the Internet, an email mailbox, and a web browser that allows viewing of web pages. 2.9. Technical requirements necessary for cooperation with the IT system used by the Store: (i) a computer, laptop, tablet, smartphone, or other multimedia device with Internet access; (ii) access to email; (iii) an up-to-date web browser: Mozilla Firefox, Internet Explorer, Opera, Google Chrome, Safari, or Microsoft Edge; (iv) the recommended minimum screen resolution: 1024×768; (v) enabling the web browser to save Cookies and support Javascript.

3. Purchase Conditions

3.1. The sale of Gift Cards is conducted through the Store available on the Website. 3.2. Orders can be placed via the form available on the Website. Placing an order is tantamount to accepting the provisions of the Regulations. 3.3. The information on the Store's website does not constitute an offer within the meaning of the provisions of the KC, so placing an order by the Customer does not mean the immediate conclusion of the Contract. By filling out the order form, the Customer makes an offer to purchase a specified Gift Card. The Contract is concluded when the Customer confirms the order by clicking on the confirmation link in the email sent to the Customer by the Store, subject to the provisions of § 4 para. 3 and 5 of the Regulations. 3.4. The Store reserves the right to make ongoing changes in the prices of Gift Cards and to conduct and cancel promotional campaigns and sales. These changes do not apply to orders placed before their effective date. 3.5. For the Customer and the Store, the information provided on the Website at the time of placing the order, including price, card characteristics, features, set components, delivery time, and method, is binding. 3.6. Orders can be placed 24 hours a day, all year round. Orders placed on legally designated non-working days are processed on the first Business Day following the day the order was placed.

4. Order Confirmation and Verification

4.1. The Store reserves the right to refuse to accept the order in particularly justified cases, including, but not limited to, the following:

- If the Store does not have the specified Gift Card in stock;

- If the offer on the Website contains an incorrect description of the Gift Card or an incorrect price is given;
- If the Customer provided incorrect or false data and verification is not possible (if verification of the customer is mandatory from a legal standpoint). 4.2. The condition for fulfilling the Customer's order, whose identity requires identification according to Polish and EU law, is to provide data enabling the Customer's verification. Within 24 hours (business days) from the confirmation of the order, the order verification is carried out, during which the delivery details are determined. Verification is conducted by phone or email. 4.3. In the case mentioned in para. 3 above, the Store will inform the Customer about the order status via the email address provided by the Customer or inform them by phone at the number provided by the Customer, proposing the following options:
 - Cancel the entire order;
 - Cancel part of the order. 4.4. If customer verification is mandatory from a legal standpoint, in the case described in point 3, it is only possible to cancel the entire order. 4.5. The Store has the right to refuse to accept the order if the order raises justified doubts about the truthfulness and reliability of the provided data. 4.6. The Store has the right to cancel the order at any time and refuse its fulfillment if, due to internal verification of the placed and paid order, the order raises justified doubts about the credibility of the customer, especially if the order was placed from email addresses or domains considered unreliable by the Store. 4.7. The Store will send the Customer a confirmation of the contract on a durable medium, i.e., by providing a confirmation to the email address provided by the Customer.

5. Payment

5.1. The Customer can choose one of the following payment methods:

- a) Payment via BLIK;
- b) Payment by VISA, Mastercard;
- c) Payment by Google Pay and Apple Pay 5.2. The Store issues a VAT invoice or accounting note documenting the purchase depending on the type of Gift Card. 5.3. The order will be fulfilled provided that the ordered Gift Card is in stock. Otherwise, the Customer will be informed of the situation, and discussions will be held on further order fulfillment (extension of the fulfillment time or cancellation of the order). 5.4. The payment deadline for the placed order, in case of choosing a traditional bank transfer as the payment method, is 1 Business Day. After this period, the placed order is canceled, and the Gift Card subject to the order is put back on sale.

6. Shipping of the Gift Card

6.1. The method of delivery of cards in electronic form is via a PDF file or a sheet with a list of codes sent electronically to the provided email address. The installation of the latest version of Adobe Reader is required to correctly read the PDF file. 6.2. Order fulfillment begins upon crediting the payment to the Store's bank account. The Store will not take any actions related to

the order fulfillment until the payment is credited. 6.3. The order is sent to the email address provided in the form as the delivery address. Changing the address after payment is not possible. If the Customer provides an incorrect or inaccurate address, the Store is not responsible for non-delivery or delays in delivering the order.

7. Right to Withdraw

7.1. A consumer who has purchased a GiftHere is the full translation of the document into English while preserving the formatting:

Regulations of the Giffta.Store Shop

The purpose of these regulations is to establish general rules and conditions for using the online service, particularly the rules and conditions under which the use of electronic services available on the online service, placing orders, concluding, and executing contracts made through <https://www.giffta.store> will occur.

1. Definitions

1.1. The terms used in these Regulations have the meanings given below:

- **Store Owner** – Realtalk limited liability company based in Kraków, entered into the register of entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, XI Economic Department of the National Court Register under KRS number 0000987910, REGON: 522858919, NIP: 5252919892, with a share capital of 444,000 PLN, registered at ul. Cegielniana 4A-10B, 30-404 Kraków, Republic of Poland, email address: support@giffta.store.
- **Store** – The online store www.giffta.store, which conducts retail sales via the Internet, based on these Regulations.
- **Regulations** – The regulations of the online store, which are an integral part of the Contract, regulating the rules and conditions for ordering Gift Cards via the Internet as part of the Store.
- **Contract** – A sales contract concluded between the Store Owner and the Customer, under which the Store Owner undertakes to transfer the ownership of the Binance Gift Card denominated in cryptocurrency to the Customer and deliver it to him, and the Customer undertakes to receive the Gift Card and pay the Store Owner the price.
- **Customer** – (i) A natural person with full legal capacity, and in cases provided by universally applicable regulations, also a natural person with limited legal capacity; (ii) a legal person; or (iii) an organizational unit without legal personality, to which the law grants legal capacity; – using or intending to use the Store, including concluding or intending to conclude the Contract.
- **User** – Any person using the Store available on the Website.
- **Website** – www.giffta.store

- **KC** – The Act of April 23, 1964, Civil Code (Journal of Laws 1964 No. 16, item 93, as amended).
- **Business Day** – Any weekday, excluding Saturdays and days legally designated as non-working days.
- **Act** – The Act of May 30, 2014, on consumer rights (Journal of Laws 2014, item 827, as amended).
- **Gift Card** – A prepaid product in the form of a bearer voucher, which can be purchased in the Store.
- **Payment Proof** – A fiscal receipt, accounting note, or bank statement confirming payment.
- **Customer Care Department** – A point providing information to Users and Customers. Contact with the Customer Care Department is possible by phone or email. We work Mon. – Fri.: 8:00 a.m. – 4:00 p.m., email: support@gifta.store

2. General Provisions

2.1. The condition for concluding the Contract is the Customer's acceptance of the Regulations. 2.2. The prices listed in the Store are gross prices – they include the tax on goods at the rate applicable at the time of purchase, expressed in PLN. 2.3. The Gift Cards available in the Store are free from physical and legal defects. 2.4. The photos are for illustrative purposes only; the ordered Gift Card may slightly differ from the presented designs. 2.5. The parties to the Contract are absolutely obliged to comply with the provisions of the Regulations. 2.6. The content of the Regulations is available on the Website. 2.7. Matters not regulated in the Regulations are subject to the provisions of the KC. 2.8. To use the online service via the Internet, it is necessary to have a device that allows access to the Internet, an email mailbox, and a web browser that allows viewing of web pages. 2.9. Technical requirements necessary for cooperation with the IT system used by the Store: (i) a computer, laptop, tablet, smartphone, or other multimedia device with Internet access; (ii) access to email; (iii) an up-to-date web browser: Mozilla Firefox, Internet Explorer, Opera, Google Chrome, Safari, or Microsoft Edge; (iv) the recommended minimum screen resolution: 1024×768; (v) enabling the web browser to save Cookies and support Javascript.

3. Purchase Conditions

3.1. The sale of Gift Cards is conducted through the Store available on the Website. 3.2. Orders can be placed via the form available on the Website. Placing an order is tantamount to accepting the provisions of the Regulations. 3.3. The information on the Store's website does not constitute an offer within the meaning of the provisions of the KC, so placing an order by the Customer does not mean the immediate conclusion of the Contract. By filling out the order form, the Customer makes an offer to purchase a specified Gift Card. The Contract is concluded when the Customer confirms the order by clicking on the confirmation link in the email sent to the Customer by the Store, subject to the provisions of § 4 para. 3 and 5 of the Regulations. 3.4. The Store reserves the right to make ongoing changes in the prices of Gift Cards and to conduct and cancel promotional campaigns and sales. These changes do not apply to orders placed

before their effective date. 3.5. For the Customer and the Store, the information provided on the Website at the time of placing the order, including price, card characteristics, features, set components, delivery time, and method, is binding. 3.6. Orders can be placed 24 hours a day, all year round. Orders placed on legally designated non-working days are processed on the first Business Day following the day the order was placed.

4. Order Confirmation and Verification

4.1. The Store reserves the right to refuse to accept the order in particularly justified cases, including, but not limited to, the following:

- If the Store does not have the specified Gift Card in stock;
- If the offer on the Website contains an incorrect description of the Gift Card or an incorrect price is given;
- If the Customer provided incorrect or false data and verification is not possible (if verification of the customer is mandatory from a legal standpoint). 4.2. The condition for fulfilling the Customer's order, whose identity requires identification according to Polish and EU law, is to provide data enabling the Customer's verification. Within 24 hours (business days) from the confirmation of the order, the order verification is carried out, during which the delivery details are determined. Verification is conducted by phone or email. 4.3. In the case mentioned in para. 3 above, the Store will inform the Customer about the order status via the email address provided by the Customer or inform them by phone at the number provided by the Customer, proposing the following options:
 - Cancel the entire order;
 - Cancel part of the order. 4.4. If customer verification is mandatory from a legal standpoint, in the case described in point 3, it is only possible to cancel the entire order. 4.5. The Store has the right to refuse to accept the order if the order raises justified doubts about the truthfulness and reliability of the provided data. 4.6. The Store has the right to cancel the order at any time and refuse its fulfillment if, due to internal verification of the placed and paid order, the order raises justified doubts about the credibility of the customer, especially if the order was placed from email addresses or domains considered unreliable by the Store. 4.7. The Store will send the Customer a confirmation of the contract on a durable medium, i.e., by providing a confirmation to the email address provided by the Customer.

5. Payment

5.1. The Customer can choose one of the following payment methods:

- a) Payment via BLIK;
- b) Payment by VISA, Mastercard;
- c) Payment by Google Pay and Apple Pay 5.2. The Store issues a VAT invoice or accounting note documenting the purchase depending on the type of Gift Card. 5.3. The order will be fulfilled provided that the ordered Gift Card is in stock. Otherwise, the

Customer will be informed of the situation, and discussions will be held on further order fulfillment (extension of the fulfillment time or cancellation of the order). 5.4. The payment deadline for the placed order, in case of choosing a traditional bank transfer as the payment method, is 1 Business Day. After this period, the placed order is canceled, and the Gift Card subject to the order is put back on sale.

6. Shipping of the Gift Card

6.1. The method of delivery of cards in electronic form is via a PDF file or a sheet with a list of codes sent electronically to the provided email address. The installation of the latest version of Adobe Reader is required to correctly read the PDF file. 6.2. Order fulfillment begins upon crediting the payment to the Store's bank account. The Store will not take any actions related to the order fulfillment until the payment is credited. 6.3. The order is sent to the email address provided in the form as the delivery address. Changing the address after payment is not possible. If the Customer provides an incorrect or inaccurate address, the Store is not responsible for non-delivery or delays in delivering the order.

7. Right to Withdraw

7.1. A consumer who has purchased a Gift Card has the right to withdraw from the purchase without giving any reason by submitting an appropriate statement in writing within 14 days from the date of receiving the shipment or concluding the Contract. To meet this deadline, it is enough to send the statement before it expires.

7.2. To exercise the right of withdrawal from the contract, the consumer must inform the seller of their decision to withdraw from the contract, specifying the reason, through an unequivocal statement (a letter sent by email).

7.3. The Customer is obliged to return the Gift Card immediately, but no later than within one day from the day on which they withdrew from the Contract.

7.4. The Store Owner reserves the right to withhold the refund until receiving the returned Gift Card or until the consumer provides proof of its return, depending on which event occurs first.

7.5. According to Article 38 point 13 of the Act, the Customer is not entitled to withdraw from the Contract – the purchase of the Gift Card if the performance began with the express consent of the Customer before the withdrawal period expired and after the Store Owner informed them about the loss of the right to withdraw from the Contract. The commencement of the performance referred to in the first sentence means the receipt of the Gift Card.

8. Returns and Complaints

8.1. All Gift Cards offered by the Store are new, free from physical and legal defects.

8.2. The Store Owner is liable to the consumer under the warranty for physical and legal defects of the product to the extent specified by the provisions of the KC.

8.3. The risk of accidental loss or destruction of the Gift Card passes to the Customer at the moment of its delivery by the Store Owner.

8.4. Complaints about the product are made by notifying the Store Owner of the non-compliance of the Gift Card with the Contract and returning the complained product to the Store along with a description of the non-compliance. It is recommended to attach the proof of purchase or its copy to the complained Gift Card, which facilitates the consideration of the complaint. However, failure to attach the proof of purchase or its copy does not suspend the complaint procedure.

8.5. The Store Owner will respond to the Customer's complaint within 14 days from the moment of returning the Gift Card along with the description of the non-compliance.

It is recommended to include in the complaint description:

- Information and circumstances regarding the subject of the complaint, particularly the type and date of occurrence of the irregularity;
- A request for a method to bring the Gift Card into compliance with the contract or a statement on price reduction or withdrawal from the contract; and
- Contact details of the complainant – this will facilitate and speed up the consideration of the complaint by the Store.

The requirements specified in the preceding sentence are only recommendations and do not affect the effectiveness of complaints submitted without the recommended complaint description.

9. Personal Data Protection

9.1. By placing an order in the Store, the Customer acknowledges that their personal data will be included in the database of Realtalk Sp. z o.o. and processed for the purpose of concluding the contract and fulfilling the order. Providing personal data by the Customer is voluntary, but the lack of consent to their processing prevents the Store from fulfilling the order. The Customer is responsible for providing false personal data.

9.2. The data controller is Realtalk Sp. z o.o. based in Kraków, entered into the register of entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, XI Economic Department of the National Court Register under KRS number 0000987910, REGON: 522858919, NIP: 5252919892, with a share capital of 444,000 PLN, registered at ul. Cegielniana 4A-10B, 30-404 Kraków, Republic of Poland, email address: support@gifta.store.

9.3. Customers' personal data are stored and processed in the cloud of DigitalOcean, LLC (DigitalOcean, LLC, ATTN: Legal, 101 Avenue of the Americas, 10th Floor, New York, NY 10013 USA).

9.4. Providing data is voluntary but necessary for concluding and fulfilling the order.

9.5. Customers' personal data are processed to perform activities necessary for fulfilling the order by the Store.

9.6. The personal data of the Gift Card recipient has been provided to the Administrator by the person purchasing the Gift Card and may include the following categories of personal data: first

name, last name, mailing address, email address, phone number, ID number, country of residence, and ID proof.

9.7. The data of the Gift Card recipient will be processed for the above purpose based on Article 6(1)(f) of the GDPR, i.e., in connection with the legitimate interest of the Administrator, which should be understood as the necessity to ensure the proper performance of the sales contract for the Gift Card concluded between the Administrator and the purchaser.

9.8. The Customer has the right to access their data and the right to correct, delete, limit processing, the right to data portability, the right to object, and the right to withdraw consent at any time without affecting the lawfulness of processing (if processing is based on consent) conducted on the basis of consent before its withdrawal.

9.9. The Customer has the right to file a complaint with the PUODO if they believe that the processing of their personal data violates the law.

9.10. Providing personal data by the Customer is a condition for concluding the contract and fulfilling the order. The Customer is obliged to provide them, and the consequence of not providing personal data will be the inability to conclude and fulfill the order. Detailed provisions regarding personal data protection are also included in the Store's Privacy Policy.

10. Out-of-Court Complaint Handling

10.1. This section of the Regulations and the provisions contained herein apply to Users who are consumers.

10.2. Detailed information on the possibilities for a User who is a consumer to use out-of-court methods of handling complaints and pursuing claims, as well as the rules of access to these procedures, are available at the offices and on the websites of county (municipal) consumer advocates, social organizations whose statutory tasks include consumer protection, the Provincial Inspectorates of Trade Inspection, and at the following websites of the Office of Competition and Consumer Protection: http://www.uokik.gov.pl/spory_konsumenckie.php and http://www.uokik.gov.pl/wazne_adresy.php.

10.3. At the address <http://ec.europa.eu/consumers/odr>, there is an online dispute resolution platform available to consumers and entrepreneurs at the EU level (ODR platform). The ODR platform is an interactive and multilingual website with a one-stop-shop for consumers and entrepreneurs seeking out-of-court settlement of a dispute concerning contractual obligations arising from an online sales contract or a service contract.

11. Privacy Policy

11.1. Data Security This Privacy Policy explains how personal data is collected and processed by the data controller when the User uses our solution in the field of cashless tips and/or contacts us in connection with the provision of services. Please read this document carefully as it explains how we process the personal data of Customers.

Our main goals regarding data processing and legal grounds:

- Providing services (the legal basis is the fulfillment of contractual obligations between Realtalk and the Customer). Customers' personal data will be processed as long as the Customers have an account with us or, in the case of tippers, for 1 year.
- Customer service, including answering questions, and opinions or complaints (based on our legitimate interest – to ensure good customer service). We encourage you not to disclose sensitive personal data and to provide only a brief description of the matter.
- Managing opinions (our legal basis for processing such data is the fulfillment of contractual obligations under our Regulations). WE ENCOURAGE YOU NOT TO DISCLOSE SENSITIVE PERSONAL DATA AND TO PROVIDE ONLY A BRIEF OPINION.

The Customer has the right to refuse to provide their personal data, understanding that this may make it impossible for us to provide certain services to them.

11.2. Data Storage The data we store is protected by commercially acceptable measures to prevent its loss or theft, as well as unauthorized access, disclosure, copying, use, or modification.

Data obtained for the purpose of providing services will be stored as long as the Customers have an account with us. Transaction-related data will be stored for the period specified by law.

Data obtained for customer service purposes will be stored until the inquiry is properly addressed and answered, and for an additional 6 years to defend against potential claims. Opinions will be stored for a maximum of 1 month unless necessary for disciplinary proceedings.

11.3. Disclosure of Customer Data We may disclose Customers' personal data:

- To a potential buyer of our business or a buyer of a significant number of shares in our business;
- To the police, other law enforcement agencies, regulatory bodies, or courts if we are obligated or the law requires us to disclose or share the Users' personal data, or to protect the rights, property, or safety – ours, our customers, or others;
- To third parties if the Customer has expressed a desire to receive information about their goods or services; and
- To third parties whose services we may occasionally use to provide selected services to the Customer (e.g., recruitment service providers, IT service providers). We require such third parties not to use Customers' personal data for any other purpose.

11.4. Rights of Data Subjects According to the law, we are required to ensure that the personal data we hold about Customers is accurate and up-to-date. We ask our Customers to assist us in fulfilling this obligation by notifying us of any changes to their personal data that we process.

The Customer may exercise the following rights regarding the processing of their personal data at any time by contacting us using the contact details provided in this Privacy Policy:

- **Right of access:** The Customer has the right to request access to any data that may be considered their personal data. This includes the right to obtain information on whether we process the Customer's personal data, what categories of data we process, and the purpose of our processing.
- **Right to rectification:** The Customer has the right to request the correction of their personal data if they believe it is inaccurate or incomplete.
- **Right to object:** The Customer has the right to object to specific types of data processing, including automated decision-making based on the User's personal data or when the basis for our processing of the Customer's personal data is our legitimate interest.
- **Right to restrict processing:** The Customer has the right to request that we restrict the processing of their personal data if they want to: (i) challenge the lawfulness of the processing; (ii) address unlawful processing of personal data; (iii) obtain the personal data for legal claims or avoid its deletion for the purpose of establishing legal claims or defending against them.
- **Right to erasure:** The Customer also has the right to request the deletion of their personal data if it is no longer necessary for the purposes for which it was collected, or if the Customer believes that the processing is unlawful, that the personal data must be erased to comply with a legal requirement.
- **Right to data portability:** If the Customer's personal data is processed automatically based on the Customer's consent or on contractual relationships, the Customer can request that we provide their personal data in a structured, commonly used, and machine-readable format. The Customer may also request the transfer of their personal data to another data controller. Please note that the transfer mentioned above may only be carried out if technically possible.
- **Right to withdraw consent:** In cases where the processing is based on the Customer's consent, the Customer has the right to withdraw their consent at any time without any negative consequences.
- **Right to file a complaint with a supervisory authority:** If the Customer is not satisfied with our response to their request regarding their personal data or believes that we are processing their personal data unlawfully, the Customer may file a complaint with a supervisory authority in their country of residence or with the primary supervisory authority of the Republic of Poland.

Please note that to address the Customer's request regarding their rights, the Customer must provide us with sufficient information. Before responding to the Customer's request, we may ask them to provide additional information to verify their identity and assess the request.

Contact All questions regarding our Privacy Policy or data should be addressed in writing to support@gifta.store.

12. Final Provisions

12.1. The Regulations come into effect on the day of publication on the Website.

12.2. The Store reserves the right to make changes to the Regulations, which come into effect on the day of their publication on the Website. For Contracts concluded before the amendment of the Regulations, the version of the Regulations in effect on the date of the Customer's order shall apply.