

# TERMS OF SERVICE

GENERAL TERMS AND CONDITIONS FOR USING THE SERVICES AVAILABLE THROUGH **GIVVY** MOBILE APP, AVAILABLE ON THE APPLE APP STORE AND GOOGLE PLAY

**Last Updated on 10 April 2020**

## 1. ACCEPTANCE OF THE TERMS

Thank you for using **Givvy**. These General Terms of Service (the "Terms") are intended to make you aware of your legal rights and responsibilities with respect to your access to and use of the Givvy mobile and software applications, available through the iOS App Store and Google Play (the "Mobile App"), together referred to as Givvy including but not limited to delivery of information via the Mobile App.

**Please read these Terms carefully.**

By accessing or using the Mobile App, you are agreeing to these Terms and concluding a legally binding contract with Givvy Ltd., a company incorporated and existing under the laws of Bulgaria ("Givvy"). Do not access or use the Mobile App if you are unwilling or unable to be bound by the Terms.

You can accept the Terms by:

- Clicking to accept or agree to the Terms, where it is made available to you in the user interface of the Mobile App; or
- Actually using the Services. In this case, you understand and agree that Givvy will treat your use of the Services as an acceptance of the Terms.

## 2. DEFINITIONS

Givvy Ltd. is a commercial company, providing the Services offered through the Mobile App.

**We** "We" or "us" refers to Givvy Ltd.

Givvy is a web- and mobile based Internet platform, owned by Givvy Ltd., a company incorporated and existing under the laws of Bulgaria registered under 206041372, having its seat and registered office at Bulgaria, Sofia, Studentski Grad, Prof. Hristo Danov Str., No11, entr. C, ap. 12, which enables users to use the Services of the Mobile App, which are the subject of these Terms of Service.

**User** "User" or "you" or "your" refers to you, as a user of the Services. A user is someone who accesses or uses the Services for the purpose of participating in games, tasks and quests, sharing, displaying, hosting, publishing, transacting, uploading information or viewing pictures and includes other persons jointly participating in using the Services, including without limitation a user having access to the User Account features of the Mobile App.

**Services** "Services" include any and all services, which Givvy may offer to the User, through the Mobile App, including but not limited to allowing the Users to participate in different activities on the Mobile App, to earn Givvy points and to participate in giveaways.

Givvy does not provide gambling, lottery or any other regulated activities to its Users.

**User Account** "User Account" is a separate part of the Mobile App, containing User information required by Givvy during registration. The User Account is accessed by the User through entering an email or a phone number and a password.

**Content** "Content" will include (but is not limited to) images, photos, audio, video, location data, 'nearby places', and all other forms of information or data.

**Your Content** "Your Content" or "User Content" is the content, submitted by you, as a User of the Mobile App. It includes, but is not limited to what you upload, share or transmit to, through or in connection with the Services, such as likes, ratings, reviews, images, photos, messages, User Account information and any other information which you may share on the Mobile App.

## Givvy Content

"Givvy" means content that Givvy creates and makes available in connection with the

Services, including, but not limited to: visual interfaces, interactive features, graphics, design, computer code, products, software, aggregate ratings, reports and other usage-related data in connection with the activities associated with your User Account and all other elements and components of the Services excluding Your Content and third party content. "Third Party Content" means content that comes from parties other than Givvy or its Users and is available in or through the Services.

### 3. USING THE SERVICES

**Eligibility** You hereby represent and warrant that you are at least sixteen (16) years of age or above and are fully able and competent to understand and agree with the terms and conditions, obligations, affirmations, representations, and warranties set forth in those Terms.

**Compliance with the laws** You are responsible for complying with all laws and regulations in the country in which you live when you access and use the Services. You agree to use the Services only in compliance with these Terms and the applicable law and in a manner that does not violate our legal rights or those of any third parties.

**Mobile App Availability** The Mobile App may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.

**User Accounts** You must create a User Account and provide certain information about yourself in order to use (some of) the Services that are offered through the Mobile App. You are responsible for maintaining the confidentiality of your User Account password. You are also responsible for all activities that occur in connection with your User Account. You agree to notify us immediately of any unauthorized use of your User Account. We reserve the right to close your User Account at any time for any or no reason.

Your User Account is for your personal, non-commercial use only. In creating it, we ask that you provide complete and accurate information about yourself to bolster your credibility as a contributor to the Mobile App. You may not impersonate someone else (e.g., adopt the identity of a celebrity or your next-door neighbour), create or use a User Account for anyone other than yourself, or create multiple accounts. If you are using a pseudonym, please note that some people may still be able to identify you if,

for example, you include identifying information in your reviews, use the same

account information on other sites, or allow other sites to share information about you with Givvy. Please read our [Privacy Policy](#) for more information.

**Participating in games and tasks** Givvy provides its Users with the opportunity to participate in simple and fun tasks and games. Participation in these games and tasks, as well as the entire use of the Services is free. Upon participation in these games and tasks, Users can win virtual points.

**Giveaways** Givvy organises regular giveaways for Users who participate in tasks and games. To be eligible to participate in a particular giveaway, the User shall have the necessary amount of virtual points, gathered through participation in games and tasks. Only Users who have the announced necessary amount of virtual points for each giveaway may participate and will be considered an eligible entrant.

The winner of each giveaway is chosen on a completely random and transparent basis, using the following method (Random generator, which chose one of all users that are part of the corresponding giveaway. The more entries that user has the bigger chance of winning the reward).

Users cannot participate in a giveaway by paying a fee or any token of actual value, other than virtual points generated on the Givvy Mobile App. Hence, Givvy does not host any lotteries, gambling games or other regulated activity. Givvy's goal is to provide occasional giveaway awards to its Users to show its appreciation to them.

The use of robotic, automatic, macro, programmed, photocopied entries, or multiple entries sent in bulk mail, or like methods (including without limitation the use of any promotion/sweepstakes subscription, notification entry or like sites or services that offers sweepstakes entry services "on behalf of" User) is strictly prohibited.

Users shall provide a valid address on their User Account in order to be eligible to receive a possible award won in a given giveaway. Winners of giveaways shall contact Givvy to confirm their address.

Givvy reserves the right to make any changes it wishes to its giveaways, including but not limited to cancelling them, changing the possible awards. Users may not have any claims against Givvy regarding the quality of the awards.

Users who violate any clause of these Terms and Conditions will be automatically excluded from the giveaways.

Users shall provide valid payment profile information when withdrawing in order for

Givvy to be able to send the payment. Givvy does not take responsibility for incorrect or invalid data. Withdrawals containing invalid or incorrect data, or are unreachable through their selected payment provider will not be sent.

## **Money withdraws**

Givvy provides an interface for all users to exchange their collected virtual coins into a real monetary value in a specific currency. The set of currencies which Givvy supports is predefined and all users must select one of them. The exchange rate of virtual coins to real money is predefined and can be changed by Givvy at any time.

Upon exchanging the virtual coins to real money the user can withdraw the amount by using a specific payment provider from the specified providers in the app.

The money shall be transferred to the user's payment provider account in a time frame of 5-7 business days. Upon withdrawal each user's usage of the app is checked for compliance with the app's terms and conditions and only if the user is not in a violation the money will be sent to their payment provider account. Any violations of the terms and conditions will result in an immediate termination of the user's account. Givvy keeps the rights to change the minimum withdrawal and the exchange rates of virtual coins to real money at any time.

**Communications from Givvy** By creating a User Account, you agree to receive certain communications in connection with the Mobile App.

## **4. CHANGES TO THE TERMS**

Givvy may amend, change or update these Terms of Service, from time to time, entirely at its own discretion. You shall be responsible for checking these Terms, from time to time, and ensuring continued compliance with these Terms. Your use of the Services after any such amendment or change in the Terms shall be deemed as your express acceptance to such amended/changed Terms and an assent to be bound by such changed/amended Terms.

## 5. TRANSLATION OF THE TERMS

Givvy may provide a translation of the English version of the Terms into other languages. You understand and agree that any translation of the Terms into other languages is only for your convenience and that the English version shall govern the terms of your relationship with Givvy. In case there are any inconsistencies between the English version of the Terms and its translated versions, the English version of the Terms shall prevail.

## 6. CONTENT

**Responsibility for Your Content** You are responsible for the content you publish. You assume all risks associated with the content you publish, including anyone's reliance on its quality, accuracy, or reliability, disclosure or truthfulness of information. You represent that you are competent to publish content. You may not imply that the content published is in any way motivated, sponsored or endorsed by Givvy.

You may expose yourself to liability if, for example, the content you publish contains material that is false, intentionally misleading, or defamatory; violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including hate speech or pornography; harms minors; or violates or advocates the violation of any law or other legal regulation.

**If Your Content is a review, you represent and warrant that you are the sole author of that review; the review reflects an actual experience that you had using the Mobile App and its Services; you were not paid or otherwise remunerated in connection with your authoring or posting of the review; and you had no financial, competitive, or other personal incentive to post a review that was not a fair expression of your honest opinion.**

### ***USER REVIEWS DO NOT REFLECT THE OPINION OF GIVVY***

**Right to use Your Content.** By submitting Your Content, you hereby irrevocably grant us a perpetual, irrevocable, non-exclusive, royalty-free right to use the published content on the territory of the European Union. This includes the right to sub-license

and transfer.

By “use” we mean use, copy, display, distribute, modify, translate, reformat, incorporate into advertisements and other works, promote, create derivative works. You grant us the right to use the name or username that you submit in connection with Your Content. You irrevocably waive, any claims and assertions of moral rights with respect to Your Content brought against us, any third-party services and our and their users.

**Ownership of Content** As between you and Givvy, you own Your Content. We own the Givvy Content, including, among others, visual interfaces, interactive features, graphics, design, compilations,

including (but not limited to) our database of user content and other Mobile App Content, computer code, products, software, aggregate user review ratings, and all other elements and components of the Mobile App, excluding User Content and Third Party Content. We also own the copyrights, trademarks, trade names, and other intellectual and proprietary rights ("IP Rights"), associated with the Givvy Content and the Mobile App. This means that you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit the Givvy Content, in whole or in part, except as expressly authorized by us.

**Content Removal** We reserve the right, at any time and without prior notice, to remove, block, or disable access to any content that we, for any reason or no reason consider to be objectionable, in violation of the Terms or otherwise harmful to the Services or our Users in our sole discretion.

## 7. RESTRICTIONS

Without limiting the generality of these Terms, in using the Services, you specifically agree not to post or transmit any content (including reviews) or engage in any activity that, in our sole discretion:

- i. Violates any third party's rights, including copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- ii. Violates those Terms;
- iii. Violates any applicable law;
- iv. Threatens, harms, harasses others, or promotes discrimination;
- v. Promotes a business or other commercial venture or event, or otherwise uses the Mobile App for commercial purposes;
- vi. Engages in keyword spamming, or otherwise attempts to manipulate the Mobile App's search results;
- vii. Solicits

**Apart from that, the User agrees not to:**

- i. Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works, publicly display, sell, trade, or in any way exploit the Mobile App or its Content.
- ii. Use any robot, spider, site or mobile app search/retrieval application in the Mobile App;
- iii. Make attempts to *reverse engineer* any portion of the Mobile App;
- iv. Remove or modify any IP rights notice that appears on any portion of the Mobile App or on any materials printed or copied from the Mobile App;
- v. Record, process, or mine information about other Users and clients;
- vi. Attempt to gain unauthorized access to the Mobile App, the User Accounts, computer systems or networks connected to the Mobile App, through hacking, password mining or any other means;
- vii. Use the Mobile App or any Content to transmit any computer viruses, worms, Trojan horses or other items that could be of a destructive nature (collectively, "Viruses").

**When a particular action is not explicitly referred to in this clause, but is an obvious violation of Art. 7, the clause should be interpreted broadly, in favour of Givvy, and this action should be considered as if it was included in this clause.**

## **8. RELATIONSHIP WITH OTHER GUIDELINES AND POLICIES**

We process your personal data in accordance with our [Privacy Policy](#). You can always retrieve the current version of this [here](#). In particular these data protection provisions govern and explain the extent to which your personal data is collected, processed, can be seen by other Members and what options you have for controlling its disclosure to other Members and third parties.



Please have a careful look at our Privacy Policy to learn more about the way we process and handle your personal information.

## **9. THIRD PARTY WEBSITES AND CONTENT**

The Services may contain, or you may be sent through the Mobile App to, links to other websites (“Third Party Websites”), as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and Third Party Content. Such Third Party Websites and Third Party Content are not

investigated, monitored or checked for accuracy, appropriateness, safety or completeness by Givvy and Givvy is not responsible for any Third Party Websites accessed through the Mobile App or any Third Party Content posted on, available through or installed from the Mobile App.

You agree that we are not responsible for the availability or Third Party Content of such Third Party Websites. Your use of Third Party Websites is solely at your own risk.

## **10. ADVERTISING**

The Services may be supported by advertising revenue and may display advertisements and promotions.

Parts of the Mobile App may contain such advertising information or promotional material, or other material submitted to Givvy by third parties. Responsibility for ensuring that material submitted for inclusion on the Mobile App complies with the applicable international and national laws is on the party providing the information/material. Your correspondence or business dealings with, as well as the participation in promotions of, advertisers other than Givvy, found on or through the Mobile App, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, shall be solely between you and such advertiser. Givvy will not be responsible or liable for any error or omission, inaccuracy in advertising material or any loss or damage of any sort incurred as a result of any such dealings or as a result of the presence of such other advertisers on the Mobile App.

## **11. USER FEEDBACK. SUGGESTIONS AND IMPROVEMENTS**

By sending us any ideas, suggestions, documents or proposals ("Feedback"), you agree that (i) your Feedback does not contain the confidential or proprietary information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual right to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and you irrevocably waive, against Givvy and its users, any claims and assertions of any moral rights contained in such Feedback.

## **12. INDEMNITY**

You are responsible for maintaining the confidentiality of your username, password and your User Account, as well as all activities that occur under your User Account.

You hereby agree to indemnify, defend, and hold us, our licensors, licensees, distributors, agents, representatives and other authorized users, and each of the foregoing entities' respective resellers, distributors, service providers and suppliers, and all of the foregoing entities' respective directors, owners, employees, agents, representatives and assigns harmless from and against any and all losses, damages, liabilities and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions) incurred by the above mentioned in connection with any claim arising out of any breach by you of these Terms or claims arising from your use of the Mobile App and/or your User Account. You agree to cooperate with us in the defence of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defence and control of any matter otherwise subject to indemnification by you. We will use reasonable efforts to notify you of any such claim, action or proceeding.

### **13. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES, ACCESSIBLE ON OR THROUGH THE MOBILE APP ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE FULLEST EXTENT, PERMITTED BY THE APPLICABLE LAW, GIVVY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE FACT THAT: (I) THE SERVICES, ACCESSIBLE ON OR THROUGH THE MOBILE APP MAY BE TRADED OR SUITABLE FOR A SPECIFIC PURPOSE, (II) THE SERVICES, ACCESSIBLE ON OR THROUGH THE MOBILE APP WILL OPERATE WITHOUT INTERRUPTION AND ERRORS, (III) DEFECTS WILL BE RECTIFIED, (IV) THERE ARE NO BUGS, VIRUSES, TROJAN HORSES OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES, FOLLOWING THE ACTIONS OF THIRD PARTIES, (V) THE SECURITY METHODS USED WILL BE SUFFICIENT FOR THE PROTECTION OF THE SERVICES AND THEIR USERS, AND (VI) WITH REGARD TO THE CORRECTNESS, ACCURACY OR RELIABILITY, THERE WILL BE NO LOSS OF DATA, CONTENT OR INFORMATION. DOWNLOADING OR OTHERWISE OBTAINING MATERIALS THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER, MOBILE PHONE, TABLET OR OTHER DEVICE OR FOR LOSS OF DATA THAT RESULTS

FROM THE DOWNLOADING OF ANY SUCH MATERIAL. GIVVY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES RELATED TO THE GIVVY SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES. THE COMMUNICATION WITH GIVVY, WHETHER WRITTEN OR ORAL, IN CONNECTION TO, THROUGH THE OR AS A RESULT OF USING THE SERVICES SHALL NOT CREATE ANY WARRANTIES NOT EXPRESSLY STATED IN THE TERMS. UNLESS YOU HAVE BEEN EXPRESSLY AUTHORIZED TO DO SO IN WRITING, YOU AGREE THAT WHEN USING THE SERVICES, YOU WILL NOT USE ANY TRADEMARK, TRADE NAME OR LOGO OF ANY COMPANY OR ORGANIZATION IN A WAY THAT IS LIKELY TO CAUSE CONFUSION ABOUT THE OWNER OF SUCH MARKS, NAMES OR LOGOS.

GIVVY MAKES NO PROMISES WITH RESPECT TO ANY THIRD PARTIES THAT CAN BE SEEN ON THE MOBILE APP OR OTHER USERS OF THE SERVICES. GIVVY IS NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM THEIR ACTIONS OR OMISSIONS, INCLUDING, FOR EXAMPLE, IF ANOTHER USER OR BUSINESS MISUSES YOUR CONTENT, IDENTITY OR

INFORMATION, OR IF YOU HAVE A NEGATIVE EXPERIENCE WITH OUR SERVICES OR ANY OTHER GOODS OR SERVICES PROMOTED OR FEATURED ON THE MOBILE APP.

GIVVY'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SERVICES IS LIMITED TO THE ACTUAL OUT-OF-POCKET AMOUNT PAID BY YOU TO GIVVY FOR ACCESSING THE MOBILE APP AND THE SERVICES.

GIVVY DISCLAIMS LIABILITY FOR ANY (I) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, (II) LOSS OF PROFITS AND RESULTING DAMAGE, (III) BUSINESS INTERRUPTION, (IV) REPUTATIONAL HARM, OR (V) LOSS OF INFORMATION OR DATA.

#### **14. DISPUTE RESOLUTION**

You agree that any and all disputes and claims, arising out of or in connection with these Terms, Mobile App and the Services shall be resolved individually, without resort to any form of class action.

Any and all claims, judgments, and awards shall be limited to the actual out-of-pocket amount paid by you to Givvy for accessing the Mobile App and the Services, but in no event attorneys' fees; and under no circumstances you will be permitted to obtain

awards for, and each User hereby waives all rights to claim punitive, incidental, consequential damages or any other damages other than actual out-of-pocket expenses for using the Services of Givvy.

This Agreement and all rights and obligations in connection with it are governed by

Bulgarian law. Any disputes between the Parties arising from this Agreement shall be heard and determined by the competent Bulgarian court.

#### **15. SEVERABILITY**

If any of these terms of use are found unlawful, void, or for any reason unenforceable, then such provisions will be considered severable from the remaining Terms and will not affect the validity and enforceability of the remaining provisions.

## **16. TERMINATION**

- i. You may terminate the Terms at any time by closing your User Account, discontinuing your use of the Mobile App or providing Givvy with a notice of termination.
- ii. We may close your User Account, suspend your ability to use certain portions of the Mobile App and/or ban you altogether from using the Services for any or no reason and without notice or liability of any kind. Any such action could prevent you from accessing your User Account, the Mobile App, Your Content, Givvy Content and/or any other related information.
- iii. In the event of any termination of these Terms, whether by you or us, Sections 2, 6, 7, 9, 12, 13, 14, 15, 16 and 17 will continue in full force and effect, including our right to use Your Content as detailed in the provisions of Section 6.

## **17. GENERAL TERMS**

- i. We reserve the right to amend, update, or discontinue the Mobile App at our sole discretion, at any time, with or without reason, and without notice or liability.
- ii. We may provide you with notices, including those regarding changes to the Terms, by email or through the Mobile App.
- iii. Except as otherwise stated in Section 9 above, nothing in those Terms is intended, nor will be deemed, to confer rights or remedies upon any third party.
- iv. The Terms contain the entire agreement between you and Givvy regarding the use of the Mobile App.
- v. If any provision of the Terms is found to be unenforceable or invalid, then only that provision shall be modified to reflect the parties' intention or eliminated so that the Terms shall otherwise remain in full force and effect.
- vi. The section titles in the Terms are for convenience only and have no legal or contractual effect.

## **18. CONTACT**

In order to address a question, to resolve a complaint regarding the Mobile App or the Givvy Services, or to receive further information regarding the Services, please contact Givvy using one of the following methods:

**Address: ul. "Prof. Hristo Danov" 11, 1700 Studentski Kompleks, Sofia**

**e-mail: [givvy.project@gmail.com](mailto:givvy.project@gmail.com)**

**Telephone: +359883449874**