

[PayPal](#)

PayPal Digital Gifts Terms and Conditions and Privacy Statement

Introduction

Welcome to PayPal Digital Gifts. By using the PayPal Digital Gifts service (“Service”), you are entering into a contract on these terms and conditions (“Terms”) with PayPal (Europe) S.à r.l. et Cie, S.C.A., a limited liability partnership registered with number RCS Luxembourg B 118 349, the registered office of which is at 22-24 Boulevard Royal, L-2449 Luxembourg. These Terms are effective 26 November 2013.

The Service is an online service available to you at www.paypal-gifts.com/uk and through other interactive online user interfaces on your electronic devices that we may use from time to time (which may include, without limitation, a dedicated app installed on your device or electronic means of communication such as email or SMS) (any such interactive online service user interface being a “User Interface”).

The Service is provided by PayPal (Europe) S.à r.l. et Cie, S.C.A., acting from time to time through its ultimate parent company, PayPal Inc. (a US entity) and PayPal Inc.’s subsidiaries and subsidiary undertakings, all of which are referred to in these Terms as “PayPal Digital Gifts”, “we“, “us” or “our“. The name “PayPal Digital Gifts” is the trading style that we use when we provide the Service.

We reserve the right to amend these Terms from time to time. It is your responsibility to review this page to check for updates to these Terms, which shall come into effect once posted. Your continued use of the Service following such posting will be deemed acceptance of the updated Terms.

Scope of Service

The Service is an online marketplace that allows you to buy digital gift cards from digital gift card retailers (“Retailers” or “Providers”) that accept payments through PayPal’s online payments service.

We do not have possession of anything listed or sold through any Retailer, and, unless otherwise disclosed and agreed, we are not involved in the actual transaction between

buyers and Retailers. The contract for the sale is directly between the buyer and the Retailer.

We are not responsible for tracking and/or fulfilling any Retailer's transactions, unless we further agree otherwise. In case you encounter any difficulties, you should contact the Retailer directly. We do not review Retailers' listings or content hosted on the User Interface. We have no control over and do not guarantee the existence, quality, safety or legality of items advertised; the truth or accuracy of Retailers' content, listings or feedback; the ability of Retailers to sell items; or that a Retailer will actually complete a transaction.

Retailers' terms and conditions apply as displayed on their listings.

While you must use the PayPal online payment service to pay for your purchase from the Retailer, please note that neither the Service nor the services provided by the Retailers are part of (or connected with) the PayPal online payment service. Your use of the PayPal online payment service is governed separately by the PayPal User Agreement and Privacy Policy applicable to the country in which you disclosed you were resident when you signed up for your PayPal payment service account – these documents are accessible via the “Legal” or “Legal Agreements” footers found on most pages of the PayPal payment service site).

Using the Service

While using or accessing the Service you will not:

- use the Service for commercial purposes;
- post, list or upload content or items in inappropriate categories or areas on our sites;
- breach or circumvent any laws, third party rights or our policies;
- infringe the copyright, trademark or other rights of third parties;
- use the Service if you are not able to form legally binding contracts (for example if you are under 18), or are temporarily or indefinitely suspended from using our Service;
- fail to pay for items purchased by you;
- post false, inaccurate, misleading, defamatory, or libellous content;
- engage in collusion, manipulation or other activities that enable you to unfairly obtain any benefits offered via the Service;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm us, or the interests or property of the users of the Service;
- use any robot, spider, scraper or other automated means to access our Services for any purpose;

- bypass our robot exclusion headers, interfere with the working of the Service, or impose an unreasonable or disproportionately large load on our infrastructure;
- export or re-export any of our applications or tools except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- copy, modify, or distribute rights or content from our Service or our copyrights and trademarks;
- copy, reproduce, reverse engineer, modify, create derivative works from, distribute, or publicly display any content (except for Your Information) from our Service without the prior express written permission of PayPal Digital Gifts and the appropriate third party, as applicable;
- commercialise any of our applications or any information or software associated with such applications; or
- harvest or otherwise collect information about users, such as email addresses, without their consent, (each a “Prohibited Activity”)

Without limiting other remedies, we may limit, suspend, or terminate our Service and user accounts, restrict or prohibit access to, and your activities on, the Service, delay or remove hosted content, reduce or eliminate any discounts, and take technical and legal steps to keep you from using the Service if we think that:

- you have engaged, are engaging or will engage in any Prohibited Activity;
- you have breached these Terms at any time;
- you are creating problems or possible legal liabilities;
- such restrictions will improve the security of the users of the Service or reduce our or another Service user's exposure to financial liabilities;
- you are infringing the rights of third parties;
- you are acting inconsistently with the letter or spirit of these Terms or our policies or abuse our employees or users; or
- despite our reasonable endeavours, we are unable to verify or authenticate any information you provide to us.

Unless you and PayPal Digital Gifts agree otherwise, you will not be able to cancel these Terms under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (or any equivalent legislation in your jurisdiction) once the supply of the Service has commenced.

Due to the global nature of the internet, you agree to comply with all rules regarding online conduct, acceptable content and exporting data in the jurisdiction where you are resident.

We may remove, extend, modify or substitute the User Interface as a whole or any sections or features of the User Interface without notice at any time and for any reason in our sole discretion.

Purchases

Any dealings you enter into with any Retailers or any third parties, listed or linked to through the Service will be solely between you and such other party, including any transactions for the purchase of goods or services from such other party. All such dealings may be subject to the Retailer's terms and conditions, and privacy policies, applicable to such transactions.

When buying an item, you agree that:

- You are responsible for reading the full item description and terms and conditions before making a commitment to buy.
- You enter into a legally binding contract with the Retailer to purchase an item when you commit to buy an item,

You must use a PayPal payment account in good standing to pay for your purchase from a Retailer. To sign up for the PayPal payment service, visit your local PayPal site (accessible via www.paypal.com).

Where PayPal Digital Gifts sells and provides items as a retail agent for and on behalf of a Retailer (whether or not this is disclosed to you) you agree that:

- your contract for the purchase and/or use of item is solely and directly with the Retailer (and not PayPal Digital Gifts) on the Retailer's terms and conditions;
- to the extent legally permitted, PayPal Digital Gifts shall not be liable to you under that contract;
- if you are buying an item, unless otherwise agreed with the Retailer:
 - you must pay PayPal Digital Gifts for the item using a valid PayPal account with a registered address in the UK; and
 - your purchase of the item will not complete until after your payment to PayPal Digital Gifts has completely cleared.
- if the item is a gift and you are either the purchaser or the recipient, you agree and consent to PayPal Digital Gifts disclosing your capacity as such, your name, your message and the gift delivery status to the recipient (if you are the purchaser) or to the purchaser (if you are the recipient) for the purpose of keeping that party informed as a participant in the gift delivery process.

Click on "[Contact Us](#)" (in the navigational menu on the PayPal Digital Gifts site) if you have a problem with an item bought through PayPal Digital Gifts.

Content

All right, title and interest (including, without limitation, all intellectual property rights) in and to the User Interface and any content or information thereon is the exclusive

property of PayPal Digital Gifts, PayPal Digital Gifts' licensors or the third parties featured on the User Interface (as the case may be). Other than downloading, copying and saving information from the User Interface for personal use, you may not (and nothing in the User Interface shall be construed as granting, by implication or otherwise, any licence or right to) copy, reproduce, republish, distribute, post, sell, transfer, imitate, modify, alter, amend or use the content of the User Interface without the relevant rights-owners' prior and express written consent. PayPal Digital Gifts does not claim to own any of the brands or trade marks of its licensors or other third parties featured on the User Interface.

You agree not to hold PayPal Digital Gifts responsible for the content of any third party on (or accessible via) the User Interface, the actions of such third party and your use of such content (in each case, whether in relation to goods, information or services of such third party or otherwise). PayPal Digital Gifts shall have no obligation to monitor and/or moderate the User Interface, but may do so at its sole discretion. PayPal Digital Gifts is not responsible for any failure or delay in removing any material from the User Interface.

No content on the User Interface shall imply any endorsement by PayPal Digital Gifts or any third party of that content (including, without limitation, any view or opinion expressed or implied by that content or any product or service featured in that content).

Additional Terms

If you have a dispute with any Retailer, you release PayPal Digital Gifts (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

Liability

We try to keep the Service safe, secure, and functioning properly, but we cannot and do not guarantee the continuous operation of or access to the Service. Certain notification functionality in the Service may not occur in real time. Such functionality is subject to delays beyond our control.

To the extent legally permitted, we expressly disclaim all warranties, representations and conditions, express or implied, including those of quality, merchantability, durability, fitness for a particular purpose and those arising by statute.

To the extent legally permitted, we (including our parent, subsidiaries, affiliates, directors, agents and employees) shall not be liable to you in contract, tort (including negligence) or otherwise for any business losses, such as loss of data, profits, revenue,

business, opportunity, goodwill, reputation or business interruption or for any losses which are not reasonably foreseeable by us arising, directly or indirectly from:

- your use of or your inability to use the Service;
- pricing, postage or other guidance provided by us;
- delays or disruptions in the Service;
- viruses or other malicious software obtained by accessing, or linking to, the Service;
- glitches, bugs, errors, or inaccuracies of any kind in the Service;
- damage to your hardware device or software from the use of the Service;
- the content, actions, or inactions of third parties, including items listed using the Service;
- a suspension or other action taken with respect to your breach of the "Using the Service" section; or
- your need to modify practices, content, or behaviour or your loss of or inability to do business, as a result of changes to these Terms or our policies.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you. This is especially so if you are a consumer.

You accept sole responsibility for the legality of your use of the Service under laws applying to you. Although we use techniques that aim to verify the accuracy and truth of the information conveyed by us to you when you use the Service, verification of third party derived content is difficult. We cannot and do not confirm, and are not responsible for ensuring, the accuracy, truthfulness or the validity of the information posted by Retailers or other third parties and displayed on the User Interface.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to £100 in aggregate.

Nothing in this User Agreement shall limit or exclude our liability for fraudulent misrepresentation, for death or personal injury resulting from our negligence or the negligence of our agents or employees or for any other liability that cannot be limited or excluded by law.

Compensation

You will compensate us in full (and our officers, directors, agents, subsidiaries, joint ventures and employees) for any losses or costs, including reasonable legal fees, we incur arising out of any breach by you of this User Agreement, your improper use of the User Interface (including, for the avoidance of doubt, sites), services, applications and tools or your breach of any law or the rights of a third party.

Legal Disputes

If a dispute arises between you and PayPal, we strongly encourage you to first contact us directly to seek a resolution by [contacting PayPal Digital Gifts Customer Support](#). We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation. Any claim, dispute or matter arising under or in connection with these Terms shall be governed and construed in all respects by the laws of England and Wales. You and PayPal both agree to submit to the non-exclusive jurisdiction of the English Courts.

In simple terms, "non-exclusive jurisdiction of the English courts" means that if you were able to bring a claim arising from or in connection with these Terms against us in Court, an acceptable court would be a court located in England, but you may also elect to bring a claim in the court of another country instead. English law will apply in all cases.

General

If any provision of these Terms is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.

We may assign our rights and obligations under the contract formed on these Terms in accordance with the below (but without your prior express consent), provided that we assign the contract formed on these Terms on the same terms or terms that are no less advantageous to you.

Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of these Terms.

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

We reserve the right to amend these Terms from time to time. It is your responsibility to review this page to check for updates to these Terms, which shall come into effect once posted. Your continued use of the Service following such posting will be deemed acceptance of the updated Terms.

These Terms may not be otherwise amended except through mutual agreement by you and a PayPal representative authorised to do so.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms.

A person who is not a party to the contract formed on these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any these Terms but this does not affect any right or remedy of a third party specified in these Terms or which exists or is available apart from that Act.

These Terms, the PayPal Digital Gifts Privacy Statement and all policies posted on our site are the entire agreement between you and PayPal Digital Gifts regarding your use of PayPal Digital Gifts and supersede all prior understandings and agreements of the parties.

The following Sections survive any termination of the contract formed on these Terms: Content, Liability, Compensation, Legal disputes and the release contained in this General section. Legal notices shall be served by registered mail to PayPal Digital Gifts , PayPal (Europe) S.à.r.l. et Cie, S.C.A, 22-24 Boulevard Royal, L-2449 Luxembourg. Notices sent to either party by email shall be deemed given 24 hours after the email is sent (unless the sending party is notified that the email address is invalid) and notices sent to either party by registered mail shall be deemed to have been received by that party three days after the date of mailing.

PayPal Digital Gifts Privacy Statement

The [PayPal Privacy Policy](#) governs your use of the Service and is incorporated into these Terms.